



**Department of
Transportation**

I-81 VIADUCT PROJECT – PHASE 1, CONTRACT 1

DESIGN-BUILD PROJECT

PIN 3501.90, Contract D900054

Request for Proposals

Addendum #6

September 1, 2022

Modification to the Request for Proposals
I-81 VIADUCT PROJECT – PHASE 1, CONTRACT 1
Design-Build Project
PIN 3501.90, Contract D900054

Note to Proposers

Differences between the deleted pages and the revised pages have been identified as follows:

- Brackets have been inserted on the left-hand margin of the pages to indicate where changes have been made to the documents; and
- Text additions have been shown in underlined red font and text deletions have been shown in crossed out red font.

General Instructions

Delete Page 18 of the Instructions to Proposers, General Instructions, and substitute the attached revised Page 18.

Delete Pages A-i and A-6 through A-9 of the Instructions to Proposers, Appendix A, Project Information, and substitute the attached revised Pages A-i and A-6 through A-9. Please note, there are no tracked changes included on Page A-i but the page is included due to updates to the Table of Contents. Also note, there are no tracked changes included on Pages A-8 and A-9 but the pages are included due to a shift in text resulting from additions to Pages A-6 and A-7.

Delete Page C-8 of the Instructions to Proposers, Appendix C, Technical Submittal, and substitute the attached revised Page C-8.

Delete Form SP of the Instructions to Proposers, Appendix E, Forms, and substitute the attached revised Form SP.

Delete FHWA Form 1273 of the DB Contract Documents, Part 1, Appendix B, Federal Requirements, and substitute the attached revised FHWA Form 1273.

Delete Introduction and Pages 2, 7, 29, 38, 50, 57 through 64, 75 through 80, 83 through 86, and 88 through 93 of the DB Contract Documents, Part 2, DB Section 100, and substitute the attached revised Introduction and Pages 2, 7, 29, 38, 50, 57 through 64, 75 through 80, 83 through 86, and 88 through 93.

Delete Pages 32, 96, 108, 126, 141, 157, 169, 170, 174, 175, 179, and 181 of the DB Contract Documents, Part 3, Project Requirements, and substitute the attached revised Pages 32, 96, 108, 126, 141, 157, 169, 170, 174, 175, 179, and 181.

Delete Page iii of the DB Contract Documents, Part 4, Utility Requirements, and substitute the attached revised Page iii. Please note, there are no tracked changes included on Page iii but the page is included due to updates to the Table of Contents.

Delete Pages 4-2, 4-4, and 4-6 of the DB Contract Documents, Part 4, Appendix A, Utility Requirements, and substitute the attached revised Pages 4-2, 4-4, and 4-6.

Delete Pages iii, 59, and 71 of the DB Contract Documents, Part 5, Special Provisions, and substitute the attached revised Pages iii, 59, and 71. Please note, there are no tracked changes included on

Page iii but the page is included due to updates to the Table of Contents.

Add the attached SP-19 Document Control Management and Reporting to the DB Contract Documents, Part 5, Special Provisions.

Delete Drawings PL-01, AL-10, AL-11, AL-12, WD-02, WD-03, and WD-04 of the DB Contract Documents, Part 6, RFP Plans – Directive Plans, and substitute the attached revised Drawings PL-01, AL-10, AL-11, AL-12, WD-02, WD-03, and WD-04.

Delete Drawings PL-1-01, GP-10, GP-11, and GP-12 of the DB Contract Documents, Part 6, RFP Plans – Indicative Plans, and substitute the attached revised Drawings PL-1-01, GP-10, GP-11, and GP-12.

Add the attached Structural Details – Single Slope Barrier on Approach Slab at U-Wingwall Details to the DB Contract Documents, Part 7, Engineering Data (Part 2 of 2).

Delete ROW Acquisition Maps of the DB Contract Documents, Part 7, Engineering Data (Part 2 of 2), and substitute the attached revised ROW Acquisition Maps.

No other provision of the solicitation is otherwise changed or modified.

4.5 SIGNATURES REQUIRED

The Itemized Proposal / Jurat (Form IP, ITP Appendix E) and the Price Proposal Cover Sheet (Form PP, ITP Appendix E) shall be signed by all parties making up the Proposer, (i.e., all joint venture members or general partners, if the Proposer is a joint venture or partnership). If any signatures are provided pursuant to a power of attorney, the original or a certified copy of the power of attorney shall be provided, together with evidence of authorization.

4.6 NUMBER OF COPIES

4.6.1 Hard Copy of Proposal

A) One (1) original and ~~threefive~~ (35) copies of Volume 1 (see ITP Appendix B) shall be provided;

~~B)~~ One (1) original and ~~threecen~~ (340) copies of Volume 2 (see ITP Appendix C) shall be provided;

~~B)C)~~ One (1) original and ten (10) copies of Volume 2, Attachment A Design Drawings (see ITP Appendix C) shall be provided; and

~~C)D)~~ One (1) original and three (3) copies of Volume 3 (see ITP Appendix D) shall be provided.

4.6.2 Electronic Copy of Proposal

In addition to the submission of copies of the Proposal printed on paper (see ITP Section 4.6.1), Proposers shall submit one copy of the full Proposal in electronic format on non-copy-protected thumbdrives. A separate thumbdrive shall be used for the submission of each volume of the Proposal (see ITP Appendices B, C and D).

Submitted electronic files shall be, as appropriate, either: (i) in searchable portable document format (pdf); or (ii) in spreadsheet format as specified herein. No file protection or password protection shall be applied to file contents.

For each file and for each folder/sub-folder (if used) submitted by the Proposer on the thumbdrives, the relevant volume, section, part and/or appendix of the Proposal shall be clearly communicated via the filenames and (if used) the folder/sub-folder names adopted by the Proposer.

A tag shall be affixed to each thumbdrive indicating the name of the Project DB Project Proposal – Volume...” followed by the relevant Proposal volume number, plus the date of issue of the Proposal and the Proposer’s name. If it is necessary to use more than one thumbdrive to submit a volume of the Proposal, each thumbdrive shall additionally be labeled “X of Y”, where X is the thumbdrive number and Y is the total number of thumbdrive submitted by the Proposer for that volume.

The thumbdrives for each volume shall be securely submitted bound inside the original copy of the relevant volume of the Proposal.

If there is any discrepancy between the content of the thumbdrive and the content of the paper-based submission, the content of the signed original Proposal submitted on paper shall take precedence.

5.0 PRE-PROPOSAL MEETINGS

5.1 INFORMATIONAL MEETINGS

A) The Department may hold joint informational meetings with all Proposers at any time prior

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Albany, New York 12232, USA

[email: Patricia.Kappeller@dot.ny.gov](mailto:Patricia.Kappeller@dot.ny.gov)

The above named person, as the Department's Designated Representative for this procurement, shall be the Department's single point of contact and source of information for this procurement.

A9.0 ONE-ON-ONE MEETINGS

Prior to and/or after submission of Proposals, the Department may conduct One-on-One meetings with Proposers as described below. If One-on-One meetings are held, they will be offered to each Proposer. The Department reserves the right to disclose to all Proposers any issues raised during One-on-One meetings. However, the Department will not disclose to other Proposers any information pertaining to an individual Proposer's technical concepts, Proposal or ATCs. The Department will hold One-on-One meetings on matters it deems appropriate.

A9.1 MEETINGS DURING PROPOSAL PERIOD

If the Department decides that One-on-One meetings should be held, they will be held between the Department and each Proposer. The period indicated in this ITP Appendix A for these meetings is subject to change. Specific meeting dates will be confirmed in advance of each meeting by the Department to each Proposer's Representative.

At least two (2) business days prior to the first scheduled meeting each Proposer shall submit suggested agenda items for each One-on-One meeting to the Department's Designated Representative. The Department will advise the Proposer of the location, final agenda, and the protocol for the meeting at least two (2) business days before the meeting. ATCs may be discussed at One-on-One meetings.

Each Proposer may request One-on-One meeting(s) with the Department to discuss general concepts for potential ATCs or obtain preliminary feedback from the Department, to be held prior to the ATC submittal deadline (see ITP Appendix A). Should a One-on-One meeting be scheduled with a Proposer, the Department will offer the opportunity for a One-on-One meeting with the other Proposers. The Department may also schedule One-on-One meetings with any Proposer that has submitted ATC(s), to allow the Department to fully understand the ATC(s) and to request clarifications. At any meeting, the Department may seek clarifications regarding previously submitted ATCs.

If a Proposer requests additional meetings, or if the Department considers it desirable or necessary to schedule additional meetings, the Department may, in their discretion, schedule any such additional meetings.

The Department may, in its sole discretion, issue one or more Addenda to address any issues raised in the One-on-One meetings.

A9.2 POST-PROPOSAL MEETINGS

The Department ~~has determined~~~~does not currently anticipate~~ the need for post-Proposal ~~presentationsdiscussions, but reserves the right to enter into discussions and request revised Proposals. If interviews or presentations occur,~~ Proposers shall not modify their Proposals or make additional commitments regarding Proposals at such meetings. The Department reserves the right to enter into discussions and request revised proposals. The Department anticipates engaging in limited negotiations with the selected Proposer prior to Contract award regarding such matters as are deemed advisable for negotiations by the Department, as permitted by 23 CFR Section 636.513. The selected Proposer shall have no right to open negotiations on any matter that has not been raised by the Department. See ITP Section 5.3.

Presentations should include concepts, content and detailed explanations from the written proposal for the categories below to demonstrate the plan for a successful project. Proposers shall limit attendance to ten team members. Proposers may discuss the benefits of the approved ATCs. New content, not included

within the written proposal submitted, will NOT be allowed. The presentation should focus entirely on the Quality Evaluation Factors only. Proposers shall not mention their Price Proposal during the presentations.

Proposers shall be limited to the use of a PowerPoint presentation, which will become part of the procurement record. Proposers will be allowed 60 minutes to present the concepts and content of their written proposals and will be required to respond to written Evaluator questions for a period of 30 minutes. The time allotted will not provide for a comprehensive report on each Proposal section. Each Proposer shall prioritize and develop a presentation to highlight those elements of their approach which offer particular value to the DOT. Your presentation may include concepts, content and detailed explanations from your written proposal. The following list includes possible topics of discussion and the appropriate presenter for these topics. This list is not inclusive and the Proposers may discuss other relevant topics in their presentation.

Topics	Presenter
a. Proposal Overview	Project Manager
b. Project Understanding	Project Manager
c. Design Solutions	Design Manager/ Lead Structural Engineer
d. Construction Approach / WZTC (Means and Methods)	Project Superintendent
e. Project Schedule	Project Manager

No handouts or other material shall be allowed. The PowerPoint presentation shall be provided in advance for a conformance review by the Department, no later than 12:00 PM on September 22, 2022, and will be loaded by DOT prior to your scheduled presentation time. The Proposer will be notified at least 24 hours prior to the scheduled time of presentation of any material removed from the PowerPoint, by the Department, determined not to be in conformance with the Proposal.

A9.3 STATEMENTS AT MEETINGS

Nothing stated at any meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to ITP Section 2.3.1 or, in the case of an ATC, approved in writing in accordance with ITP Section A11.1.

A10.0 PROPOSAL STIPEND

Subject to the requirements and limitations set forth in the Stipend Agreement, the Department shall pay to the Stipend-Eligible Proposer, and the Stipend-Eligible Proposer agrees to accept as full compensation for its Work Product, an amount (the "Stipend Amount") equal to 50% of the Proposer's total Qualified Costs, as substantiated in accordance with Article 4 (D) & (E) of the Stipend Agreement, not to exceed the amount listed in Article 4 (H) of the Stipend Agreement.

A11.0 ALTERNATIVE TECHNICAL CONCEPTS (ATCS)

The Department has chosen to use the confidential ATC process set forth in this ITP Appendix A, Section A11.0 to allow innovation and flexibility to be incorporated into the Proposals and considered in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of technical concept reviews to the post-award period and, ultimately, to obtain the best value for the public.

The ATC process allows a Proposer to submit for pre-approval, on a confidential basis, proposed alternatives to the requirements of Contract Documents, Part 3 – Project Requirements, and design solutions included in the Contract Documents. The Department will not approve any ATC that entails a deviation from the requirements of the as-issued Contract Documents unless the Department determines, in its sole discretion, that the proposed end product based on the deviation is equal to or better than the end product absent the deviation.

Any ATC that has been approved may be included in the Proposal. If an ATC is conditionally approved, the Proposer must respond, accept, and meet the conditions set forth by the Department by the date indicated in the ITP Appendix A, if the Proposer intends to use the ATC in their Proposal.

A11.1 SUBMITTAL AND REVIEW OF ATCS

A Proposer may submit ATCs for review to the Department until the date identified in ITP Appendix A. All ATCs shall be submitted in writing, using Form ATC included in ITP Appendix E – Forms, to the Department's Designated Representative at the e-mail address identified in ITP Appendix A, with a cover letter clearly identifying the submittal as a request for review of an ATC under this ITP. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by the Department.

The Department will review each ATC submitted and will use best efforts to provide a response within two weeks. Proposers submitting multiple ATCs shall indicate an order of priority to assist the Department in determining which ATCs should be reviewed first.

If an ATC is summarily approved, the Department's comments will inform the Proposer that its ATC appears to be generally acceptable. If the Department needs more information to determine whether or not the ATC will be approved, conditionally approved, or not approved, the Department will submit written questions to the Proposer and/or request a One-on-One meeting as described in ITP Section 2.4.1.

If an ATC is not approved or conditionally approved and the Proposer is of the view that the non-approval or the conditions for approval were due to an incorrect conclusion on the part of the Department, the Proposer may re-submit the ATC for one additional review to the Department's Designated Representative at the e-mail address identified in ITP Appendix A until the final date for revised ATC submittals set forth in ITP Appendix A. If a re-submittal is made, it shall be accompanied by a cover letter clearly identifying such submission as a revised ATC submitted for an additional review. Upon receipt of a request for additional review in accordance with this Section, the Department will conduct its additional review of the ATC and provide a response to the Proposer by e-mail not later than the date for such responses set forth in ITP Appendix A.

The Proposer shall advise the Department in its ATC submittal if it believes a One-on-One meeting is appropriate. Since a One-on-One meeting may not be needed for the Department to determine if a particular ATC will be approved, the Department will determine, at its sole discretion, whether a One-on-One meeting will be held.

The Department will attempt to return its approval, non-approval, conditional approval, or additional questions pertaining to any specific ATC no later than two weeks after receipt of that ATC, up to the final response date as shown in the schedule in ITP Appendix A5.1. Proposers shall comply with the submission deadlines specified in Appendix A5.1 for all new and/or revised ATCs. The Department will not accept any new or revised ATCs, or responses to conditional approvals, received after their respective submission deadlines.

A11.2 CONTENT OF ATC SUBMITTALS

Each ATC submittal shall include the following:

- A) Description: A detailed description and schematic drawings/details (Sketched on 8½" x 11" paper) of the configuration of the ATC;
- B) Usage: Where and how the ATC would be used on the Project;
- C) Deviations: References to any requirements of the RFP Documents or to any elements of the Contract Documents that are inconsistent with the proposed ATC, an explanation of the nature of the proposed deviation and a request for: (a) approval of such deviations; or (b) a determination that the ATC is consistent with applicable requirements;

- D) Analysis: A technical analysis justifying use of the ATC and why the deviations from the requirements of the RFP Documents should be allowed;
- E) Impacts: Discussion of potential impacts of the ATCs on the community due to the construction, environmental impacts (favorable and unfavorable) identified in appropriate environmental documents, safety and project life-cycle;
- F) Environmental Approvals: A discussion of what, if any, changes in the compliance terms, best management practices and avoidance measures identified in any EIS or any Environmental Approval would be required as a result of the ATC. A discussion of whether the ATC would require any deviation from the terms and conditions of any permit or of any anticipated or existing Environmental Approval or new Environmental Approval and, if so, an analysis of the steps required, costs involved and time that would be required to obtain, and the likelihood of success in obtaining, the required approval from the appropriate Governmental Agencies, as well as an analysis of all potential impacts on the Project;
- G) History: A detailed description of other projects where the ATC has been used under comparable circumstances, if any; the success of such usage; and names, email addresses and contact telephone numbers of project owners that can confirm such statements;
- H) Risks: A description of any added or reduced risks to the Department and other Persons associated with implementing the ATC;
- I) Schedule: An estimate of the impact of the ATC upon the Contract duration and schedule, including the Proposer's estimate of the likely durations for any permits and consents necessary for the ATC;
- J) Price: An estimate of the impact (savings) of the ATC on the Proposal Price;
- K) ROW Requirements: Confirm that the proposed ATC has no impacts on the existing and proposed ROW requirements; and
- L) One-on-One Meeting: A statement as to whether, in the Proposer's view, a one-on-one meeting with the Department would be appropriate to discuss the ATC.

All revised ATCs shall be labeled as follows in the ATC No. box on Form ATC: ATC #, REV #. A revision date shall also be added to the Date box on Form ATC. The proposer shall highlight all revisions in the submittal form and any attached supporting drawings/sketches to facilitate a more efficient review.

A11.3 SUBMISSION OF ATC SUBMITTALS

Each ATC submittal shall be submitted to the Department's Designated Representative (via e-mail) on Form ATC in searchable portable document format (pdf).

Any subsequent communications about an ATC should quote the relevant sequential ATC submission number.

A11.4 DETERMINATION BY THE DEPARTMENT

The Department will make one of the following determinations with respect to each properly submitted ATC:

- A) The ATC is approved;
- B) The ATC is not approved;
- C) The ATC is conditionally approved subject to specified conditions;
- D) The submittal does not qualify as an ATC but it may be included in the Proposal without an ATC (i.e. the concept complies with the RFP requirements); or

**Table C
Format of Volume 2**

Proposal Component	Reference
Volume 2, Section 1 – Design-Build Organization and Process	
Volume 2, Section 1A – Key Personnel	
Key Personnel Form R	C2.1
Volume 2, Section 1B – Overall Design-Build Team Organization	
Design-Build Team Organization Chart (Narrative, Max 5 pages plus 11x17 org chart)	C2.2.1
Design-Build Team Communication Protocol (Narrative, Max 5 pages plus 11x17 communication graphic)	C2.2.2
Design-Build Quality Control Plan (max 20 pages plus org charts)	C2.2.3
Volume 2, Section 2 – Design Build Approach to the Project (Technical Solutions)	
Volume 2, Section 2A – Project Understanding	
Project Understanding (Narrative, max 6 pages, Form R1 – max 6 pages, Form R2 – max 6 pages)	C3.1
Volume 2, Section 2B – Design Solutions	
Design Approach (Narrative, max 150 pages)	C3.2.1
Copies of Department's approval letters for each ATC that is incorporated into the Proposer's Proposal along with each submitted ATC that was approved and used.	C3.2.1
Volume 2, Section 2C – Construction Approach (Means and Methods)	
Overall Project Construction Sequence (maximum 6 pages)	C3.3.1
Work Zone Traffic Control (maximum 3 pages)	C3.3.2
Protection of Existing Facilities (maximum 1 pages)	C3.3.3
Utility Work (maximum 2 pages)	C3.3.4
Drainage Modifications (maximum 1 page)	C3.3.5
Volume 2, Attachment A – Design Drawings	
Project Limits	C3.2.2
General Configurations	C3.2.2
Construction Phasing	C3.2.2
Demolition Limits	C3.2.2
Work Zone Traffic Control	C3.3.2
Volume 2, Attachment B – Project Schedules	
Initial Baseline Progress Schedule (maximum 250 pages)	C4.1
Initial Baseline Progress Schedule Narrative (maximum 8 pages)	C4.1
Form SCD – Schedule of Contract Durations	C4.2

Note: Volume 2, Attachment A – Design Drawings, shall be submitted in a separate 11"x17" binder.

FORM SP
SCHEDULE OF PRICES

Proposer: _____

Item #	Item Name	<u>Price</u> (1)
800.06000115	Design Build – Construction Work – Southbound I-81 (not including Bridge Work)	
800.06000215	Design Build – Construction Work – Northbound I-81 (not including Bridge Work)	
800.06000315	Design Build – Construction Work – I-81 NB Over I-90 NYS Thruway – Widening/Rehabilitation	
800.06000415	Design Build – Construction Work – BIN 1072781 – Widening/Rehabilitation & BIN 1072782 – Partial Replacement	
800.06000515	Design Build – Construction Work – BIN 1072791 & BIN 1072792 – Widening/Rehabilitation	
800.06000615	Design Build – Construction Work – BIN XXXXXXXX - New Structure	
800.06000715	Design Build – Construction Work – BIN XXXXXXXX & BIN XXXXXXXX - New Structure	
800.06000815	Design Build – Construction Work – BIN XXXXXXXX - New Structure	
800.06000915	Design Build – Construction Work – BIN 1031720 - Replacement	
800.06001015	Design Build – Construction Work – Noise Barriers	
800.06001115	Design Build – Construction Work – BIN 1031701 – Partial Replacement	
<u>800.06010115</u>	<u>Design Build – Construction Work – Steel Superstructure Repairs – Directive Repairs</u>	
800.0602 NN 0015	Design Build – Construction Work – Steel Superstructure Repairs – Unanticipated Repairs	\$1,000,000.00
<u>800.06060115</u>	<u>Design Build – Construction Work – Concrete Substructure Repairs – Directive Repairs</u>	
800.0607 NN 0015	Design Build – Construction Work – Concrete Substructure Repairs – Unanticipated Repairs	\$1,000,000.00
800.0400 NN 115	Design Build – Extra Work	\$12 <u>15</u> ,000,000.00

New York State Department of Transportation

	Subtotal A	
800.05000015	Design Build – Site Mobilization (Maximum 4% of Subtotal A)	
	Subtotal B (Sum of Subtotal A and Site Mobilization)	
800.14000115	Design Build – Local Hire Incentive	\$2,080,000.00
800.15000115	Design Build – Training Requirements	\$819,000.00
800.16000120	Steel/Iron Price Adjustment	\$2,000,000.00
800.01000015	Design Build – Design Services	
800.02000015	Design Build – Construction Inspection Services	
800.03000015	Design Build – Quality Control Services	
	TOTAL PROPOSAL PRICE	

Notes:

- 1.) Proposers shall complete Form SP using the excel spreadsheet located on the Department's Project web site.
- 2.) Subtotal B will be the value used to *calculate* the 30% Prime/DB self work requirement less any Self Performance Specialty Items included in Part 5 – Special Provisions.

Instructions:

- 1.) Enter Lump Sum Price for each Price Item in the white, non-shaded, cells.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

INTRODUCTION

This publication has been prepared to provide a compilation of standard requirements, called Specifications, used by the New York State Department of Transportation for Design-Build contracts. These specifications are written to the Design-Builder. They define the Design-Builder's responsibility in meeting each specification, enumerate the Department's expectations and explain what the Design-Builder is expected to provide.

This publication will be incorporated into the Department's Design-Build contracts. It contains the General Provisions of the contract along with samples of the Jurat, Contract Agreement, and Bonds. The requirements stated herein may be revised or amended from time to time by notes or special specifications or documents of any description that would be furnished as part of a Design-Build contract.

Throughout this document, reference is made to the NYSDOT Standard Specifications. Where this reference appears, it shall mean the Department's Standard Specifications (USC) that are effective at the time of the Proposal Due Date. ~~Section 100 is available through <https://www.dot.ny.gov/main/business-center/engineering/specifications/business-standards-usc/usc-repository/2021-9-specs-usc-vol1.pdf>~~ Where references are made to various subsections of Section 100 within the Standard Specifications, it shall be interpreted to mean the corresponding section within this manual.

Inspector – A representative of the Design-Builder or Department detailed to inspect methods of construction or fabrication and/or materials, equipment for Work both on and off the Site of the Project.

Plans - The official Design Plans and applicable Standard Sheets, which show the location, character, dimensions, and details of the Work to be performed. Also, the Design-Builder's Design Plans showing profiles, typical cross sections, and other details; Work Plans; or exact reproductions which show the location, character, dimensions, and general or specific details of the Work to be done.

Subcontractor – Any individual, firm, or corporation with whom the Design-Builder has entered into a Subcontract and any other individual, firm, or corporation with whom any Subcontractor has further subcontracted any part of the Work, at second tier (i.e., no third-tier subcontracting permitted). A Subcontractor is approved by the Department in accordance with §108-05 *Subletting or Assigning the Contract* to perform on-site work specifically required for the performance of the contract. Suppliers and materialmen are excluded from the term. The term does not include any employee with an employment contract, or any employee organization with a collective bargaining agreement, who with the written consent of the Department, sublets any part of the Contract.

B. The following definitions of terms are in addition to the definitions of terms set forth in NYSDOT Standard Specifications §101-02:

Accept/Acceptance - The confirmation provided by the Department that informs the Design-Builder that a submittal, deliverable, work product, or test result, is in conformance with the Contract requirements or NYSDOT standards.

Affiliate:

- A. Any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Design-Builder or any Principal Participant.
- B. An Affiliate may also be any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:
 - 1. The Design-Builder;
 - 2. Any Principal Participant; or
 - 3. Any Affiliate of the Design-Builder under part (A) of this definition.

For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

Alternative Technical Concept – A concept that deviates from ~~the requirements set forth in the contract documents which and~~ provides a solution equal to or better than ~~the requirements set forth in the contract documents. The Department's prior written approval is required for, in accordance with the Instructions to Proposers, Alternative Technical Concepts (ATCs) in accordance with the Instruction to Proposers, shall be required.~~

Basic Project Configuration – The basic information presented by the Department regarding the nature of the project to be constructed as documented in the RFP.

Betterment – Any upgrading of a utility facility that is not attributable to the construction of the Project, and is made for the benefit of and at the election of the owner or other third party;

Conformed RFP - The RFP that incorporates all of the contractual changes issued by the Department during the procurement in the form of an addendum. The Conformed RFP is

by the Design-Builder conforms to the Contract requirements. For design, this shall include, but not be limited to, procedures for design quality, checking, design review including reviews for constructability, and review and approval of Working Plans. For construction, Quality Control activities shall include, but not be limited to, procedures for materials handling and construction quality, inspection, sampling and testing of materials, both on site and at the plant(s), field testing of materials, obtaining and verifying material certifications, record keeping and equipment monitoring and calibration, production process control, and monitoring of environmental compliance. Quality Control also includes documentation of all QC design and construction efforts.

Quality Control Plan – The Design-Builder’s plan for implementing the Design-Builder’s overall Quality System and associated activities, including Design-Builder’s QC and procedures to assure and document quality of design and construction activities through reviews, inspections, testing, internal communications, and necessary interfaces with the Department and the Department’s QA activities.

Quality Manager – The Design-Builder’s designated individual who is responsible for the overall Quality Program of the Design-Builder, including the quality of management, design, and construction.

Quality Program – The overall quality system and associated activities, including the Department’s QA and IA program, Design-Builder QC activities and associated Quality Control Plan that will assure materials and workmanship incorporated into the Project are in conformity with the Contract requirements, Design Documents and Project Specifications.

Release for Construction – The stage of design development where the Design Plans and Project Specifications for a Design Unit or a component thereof are 100% complete and satisfy the requirements of Part 3, Section 5.7.43.

Resident Engineer – A qualified individual as specified in the RFP, who directs the organization and coordination of the inspectors and the on-site Construction Quality Control inspection of the execution of the construction by the Design-Builder. They ensure that the construction is executed in accordance with the approved designs, drawings and specifications related to the Work under construction.

RFP Plans – Those plans included in *Part 6 – RFP Plans* which are, generally-speaking, incomplete plans representing the Project and its components. RFP Plans may be Directive Plans and/or Indicative Plans.

Safety Manager - The Design-Builder’s designated person who working under the direction of the Project Manager shall have the primary responsibility for implementing and tracking safety measures for the Project and for ensuring that the Project is progressed safely and in accordance with the Design-Builders Safety Plan, the Contract requirements and the Safety Requirements of the Project.

Subcontract – Any agreement entered into by the Design-Builder or a Subcontractor (limited to second-tier) for a portion of the construction or any other part of the Work in connection with, and under the terms of, the Contract.

Substantial Completion – The point at which the Project, or Section thereof, is complete, such that all items or Work, as described in Contract Document, Part 3 – Project Requirements, have

benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Design-Builder, including at the location of any of the Work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than the amount(s) called for in Table 107-1.

6. Contractor's Risks (*applicable to all contracts*). The Design-Builder shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event, shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

7. Professional Liability/ Errors and Omissions. (*applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.*) The Design-Builder shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the Department for any claims or losses that occur because of Design-Builder's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000. subject to approval by the Department, such approval not to be unreasonably withheld, except that it is also agreed that the Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than the amount(s) called for in Table 107-1.

8. Railroad Protective Liability Insurance. (*applicable to any Work Affecting Railroads as described in §105-09.*) The Design-Builder shall maintain at its own expense railroad protective liability policy of insurance in the name of the affected railroad and with limits of coverage as specified in the Special Notes on Railroad Insurance, or if no limits of coverage are specified, the limits shall be not less than the amount(s) called for in Table 107-1. Aggregate Limit applying separately to each annual period. Said policy shall be subject to the approval of the railroad and comply with 23 CFR 646 Subpart A.

9. Marine Protection & Indemnity. (*applicable to any Work performed on a navigable waterway using barges or another watercraft*). Anytime the activity involves work on navigable water or the Work is connected to water related activities,

Compensation for time related costs, if any, will be made in accordance with §109-05D *Time Related Dispute Compensation*.

Except as specified in this section, the Proposal Price includes all costs of management of impacted Hazardous Materials located in, on or under the property within the Project Limits (excluding any additional parcels designated by the Design-Builder) as of the date the Department makes such property available to Design-Builder. A Change Order may be issued for costs of management of such pre-existing Hazardous Materials if they are of a type, quantity or location that differs materially from the types, quantities or locations of Hazardous Materials identified in the RFP or the Contract Documents as potentially present at the Site, and for costs and expenses due to Critical Path delays directly attributable to discovery of such pre-existing Hazardous Materials, except to the extent that Design-Builder is responsible for such Hazardous Materials as specified in this section. A Change Order may also be issued for costs of management of third party Hazardous Materials spills that affect the work within the Project Limits.

A Change Order will not be issued if the Design-Builder had actual or constructive knowledge of such materials as of the Proposal Due Date and time. In addition, a Change Order will ~~be~~ not be issued for any costs that could reasonably have been avoided if the Design-Builder could have discovered the existence of such materials through a reasonable site investigation, exploration and desktop documentary study prior to the date of Award of the Contract. Furthermore, the Design-Builder bears full responsibility for all costs and expenses, including costs and expenses due to Critical Path delays, for any release or threatened release of Hazardous Material (i) brought onto the Site by Design-Builder or Subcontractors, or (ii) negligently removed or handled by Design-Builder or Subcontractors, regardless of the source, origin or method of deposit of such Hazardous Materials. Except with respect to Hazardous Materials that are Design-Builder's responsibility as described in the preceding sentence, Design-Builder shall not be required to execute any hazardous waste manifests as a "generator" with respect to Hazardous Materials encountered within the Project Limits, and Hazardous Materials encountered within the Project Limits shall be disposed of, if at all, utilizing an EPA identification number or other appropriate legal device obtained by, and carried in the name of, Department or another Person designated by the Department.

The Design-Builder shall utilize the services of previously qualified, trained, and/or appropriately certified personnel and Subcontractors for Hazardous Materials management. No training costs (or costs for physical examinations or medical monitoring of workers) will be allowed in any Change Orders for Hazardous Materials management services.

DB 104-04 SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK.

A. Changes in Basic Project Configuration. The Department acknowledges and agrees that the Design-Builder's Proposal was based on certain basic information presented by the Department regarding the nature of the Project to be constructed as documented in the RFP. This basic information is considered the Basic Project Configuration. Except as authorized by a Change Order or approved Alternative Technical Concept, the Design-Builder shall not make any material change in the Basic Project Configuration. Non-material Department-Directed Changes may be covered by a Change Order whether they are within the parameters of the Basic Project Configuration or not. Non-material Department-Directed Changes may be ordered without any change in the Contract Price or extension of the Contract Time, provided the change is ordered prior to completion of the Definitive Design Review for the affected Design Unit(s).

1. Necessary Basic Project Configuration Change. Notwithstanding the fact that this Contract generally obligates the Design-Builder to undertake all Work necessary to complete the Project without changes in the Contract Price, this DB §104-04.A.1.

be corrected in a manner acceptable to the Design-Builders Responsible Engineer and the Department irrespective of the presence of, or lack of, a CQAE or a representative of the Department at the time the Work was originally completed. The fact that Department representatives may have previously overlooked such defective Work shall not constitute an approval or acceptance of any part of it.

DB 105-12 LOAD RESTRICTIONS.

NYSDOT Standard Specification §105-12 shall apply.

DB 105-13 WORK ZONE TRAFFIC CONTROL FOR MOBILE OPERATIONS.

NYSDOT Standard Specification §105-13 shall apply.

DB 105-14 DISPUTED WORK AND DISPUTE RESOLUTION.

NYSDOT Standard Specification §105-14 shall apply.

The dispute resolution process involves the following levels of review / appeals: (1) Project Manager; (2) Regional Director; (3) Director of Project Management Office / Chief Engineer; and (4) Commissioner.

DB 105-15 FURNISHING RIGHT OF WAY.

NYSDOT Standard Specification §105-15 shall apply.

DB 105-16 SHOP DRAWING ACCEPTANCE.

A shop drawing is a drawing, diagram, illustration, test data, performance chart, catalog cut, brochure and other data prepared by the Design-Builder, Subcontractor, Manufacturer, Fabricator or Material Supplier for submission to the Department as an illustration of a portion of the work. The Department's acceptance of shop drawings does not relieve the Design-Builder of the responsibility to satisfactorily complete the Work in accordance with the Contract requirements.

Unless otherwise stated in the Contract documents, no portion of the Work requiring shop drawings or a sample of the Work shall be commenced until the ~~shop drawing~~ submission has been approved by the Design-Builder's Designer of Record and accepted by the Design Quality Assurance Engineer.

Department review of shop drawings will begin only after the submission of a complete set of information required to complete a discrete item of work. Unless stated elsewhere in the Standard Specifications, the review process will allow two work days per drawing submitted or a ~~minimum~~maximum of 10 days. Submission of materials directly to the Department shall be done only with the approval of the Design-Builder. Complete copies of all submissions shall be provided to the Department's Project Manager and Design Quality Assurance Engineer.

DB 105-17 CONTRACT RECORDS.

NYSDOT Standard Specification §105-17 shall apply.

DB SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

DB 107-01 LAWS, RULES, REGULATIONS AND PERMITS.

NYSDOT Standard Specification §107-01 shall apply.

DB 107-02 PATENTED DEVICES, MATERIAL, AND PROCESSES.

NYSDOT Standard Specification §107-02 shall apply.

DB 107-03 FEDERAL-AID PARTICIPATION.

NYSDOT Standard Specification §107-03 shall apply.

DB 107-04 PUBLIC NOTICES.

NYSDOT Standard Specification §107-04 shall apply.

DB 107-05 SAFETY AND HEALTH REQUIREMENTS.

NYSDOT Standard Specification §107-05 shall apply.

DB 107-06 INSURANCE.

NYSDOT Standard Specification §107-06 shall apply.

Any reference to a Note in the "Contract Proposal" shall be replaced with in the "Request for Proposals Part 5 Special Provisions".

~~The Design-Builder shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Contract Final Acceptance, the policies of insurance covering all operations under the contract whether performed by it or its subcontractors as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A-) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Design-Builder accompanied by the documentation required by 11 NYCRR §27.0 et seq.; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Design-Builder shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect.~~

~~**A. Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:~~

~~**1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Design-Builder are specified in Paragraph B Insurance Requirements below. General liability insurance shall apply separately on a per-job or per-project basis.~~

~~**2. Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an **occurrence** basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an~~

~~extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy. **Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the “insured contract” exception to the employer’s liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable.** Policy forms must be provided to the Department upon request.~~

~~**3. Certificates of Insurance/Notices.** Design Builder shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the NYSDOT Contract D Number and the name of the contractor in the Subject Line, by email to:~~

~~*Insur.constr.contr@dot.ny.gov*~~

~~Certificates shall be mailed to the:~~

~~**New York State Department of Transportation
Contract Management Bureau
50 Wolf Road, First Floor, Suite 1CM
Albany, NY 12232**~~

~~— Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon ten (10) days’ prior written notice to the Department by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Department, the Design Builder shall deliver to the Department within ten (10) work days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:~~

- ~~a. Be in a form satisfactory to the Department. The ACORD 25 Certificate must be accompanied by an ACORD 855 “New York Construction Addendum” completed to indicate information about the liability insurance of Insurance.~~
- ~~b. Be signed and dated by an authorized representative of the insurance carrier or producer.~~
- ~~c. Disclose any deductible, self-insured retention, aggregate limit.~~
- ~~d. Refer to this Contract by number on the face of the certificate.~~

~~— If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:~~

- ~~a. Direct the Design Builder to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or~~
- ~~b. May withhold further contract payments in accordance with Article 8 *No Payment Due to Design Builder’s Non-Compliance* of the contract agreement, or~~
- ~~c. Treat such failure as a breach or default of the contract.~~

~~**4. Additional Insureds.** All insurance policies required by these specifications, except workers' compensation and professional liability shall be endorsed to provide coverage to "The State of New York/New York State Department of Transportation, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, and any consultants working for or on the project, and their agents or employees" with respect to any claim arising from the Design-Builder's Work under this contract or as a result of the Design-Builder's activities. The endorsement shall be affected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.~~

~~**5. Primary Coverage.** The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the Department for any claim arising from the Design-Builder's Work under this contract, or as a result of the Design-Builder's activities.~~

~~**6. Waiver of Subrogation.** As to every type and form of insurance coverage required from the Design-Builder, there shall be no right of subrogation against the State of New York/New York State Department of Transportation, its agents or employees. To the extent that any of Design-Builder's policies of insurance prohibit such a waiver of subrogation, Design-Builder shall secure the necessary permission to make this waiver.~~

~~**7. Policy Renewal/Expiration.** At least ten (10) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. Certificates of Insurance/Notices above.~~

~~**8. Self-Insured Retention/Deductibles.** Design-Builders utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, the Design-Builder or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or \$100,000, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Design-Builder shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Design-Builder's deductible in a self-administered program exceeds the amount of the bid deposit, the Design-Builder shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of (A-) or better. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the Design-Builder is not paying its deductible, it may require the Design-Builder to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Design-Builder.~~

~~**9. Waiver of Indemnities.** The Design-Builder waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this contract. The Design-Builder waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.~~

~~**10. Subcontractor's Liability Insurance.** In the event that any portion of the Work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Design-Builder shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.~~

~~**B. Insurance Requirements.** The types of insurance and minimum policy limits shall be as follows:~~

~~**1. Workers' Compensation and Disability Insurance.** As required by State Finance Law §142, the Design-Builder shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Design-Builder's employees. Design-Builder shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.~~

~~**2. Commercial General Liability Insurance.** The Design-Builder shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Design-Builder. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than the amounts called for in Table 107-1. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:~~

~~a. Coverage for contractual liability assumed by the Design-Builder insured under an insured contract (including the tort liability of another assumed in a business contract).~~

~~b. All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to "the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees" using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.~~

- ~~c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26-11-09-99 or suitable equivalent.~~
- ~~d. Where contract work will be performed by unregistered off-road equipment, Design-Builder shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04-33-10-01 or equivalent.~~
- ~~e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.~~
- ~~f. Explosion, Collapse and Underground Hazards coverage ("XCU") (for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).~~

~~**3. Commercial Automobile Insurance including liability and required coverage for New York.** (applicable to any project where automobiles or other vehicles will be employed to complete the Work). In the event that automobiles are used in connection with Design-Builder's business or operations with the Department, the Design-Builder shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Design-Builder's automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00-01-10-01, CA 00-01-01-87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000. each accident.~~

~~**4. Umbrella or Excess Liability Insurance.** The Design-Builder shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Design-Builder or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00-01-12-07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide, when combined with the Commercial General Liability Insurance, a total of not less than the amount called for in Table 107-1.~~

~~**5. Special Protective and Highway Liability Policy.** The Design-Builder shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of Transportation, all employees of the Department of Transportation, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Design-Builder, including at the location of any of the Work. This should be ISO form CG 00-14-12 or a policy form~~

~~providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than the amount(s) called for in Table 107-1.~~

~~**6. Contractor's Risks** (applicable to all contracts). The Design-Builder shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.~~

~~**7. Professional Liability/ Errors and Omissions.** (applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.) The Design-Builder shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the Department for any claims or losses that occur because of Design-Builder's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000. subject to approval by the Department, such approval not to be unreasonably withheld, except that it is also agreed that the Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than the amount(s) called for in Table 107-1.~~

~~**8. Railroad Protective Liability Insurance.** (applicable to any Work Affecting Railroads as described in §105-09.) The Design-Builder shall maintain at its own expense railroad protective liability policy of insurance in the name of the affected railroad and with limits of coverage as specified in the Special Notes on Railroad Insurance, or if no limits of coverage are specified, the limits shall be not less than the amount(s) called for in Table 107-1. Aggregate Limit applying separately to each annual period. Said policy shall be subject to the approval of the railroad and comply with 23 CFR 646 Subpart A.~~

~~**9. Marine Protection & Indemnity.** (applicable to any Work performed on a navigable waterway using barges or other watercraft). Anytime the activity involves work on navigable water or the Work is connected to water related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Design-Builder shall obtain Protective and Indemnity Liability insurance for all marine operations under the Agreement, with a minimum (\$1,000,000.) limit. The policy shall be endorsed to add the Department as an Additional Insured.~~

~~**10. Pollution Liability Insurance.** (applicable where the Design-Builder will employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site). The Design-Builder shall procure and maintain, either through an endorsement to a commercial general liability policy or through a separate policy, insurance protecting Design-Builder and the Department from the liability and financial loss relating to Design-Builder's contamination of soil and the accidental release of petroleum products, chemicals and/or toxic gases from broken pipelines, utilities and~~

stationary and mobile fuel tanks that can result from Design-Builder's operations. Such coverage shall be written on policy form providing coverage for contamination both on and off the leased premises and shall provide coverage in an amount of not less than the amount(s) called for in Table 107-1.

11. ~~Builder's Risk Policy.~~ ~~(applicable to projects that call for the construction of any "Structure" or building, including, but not limited to pump stations and in connection with such projects, as part of a project valued at \$10,000,000 or more and then only to the extent of the value associated with such construction). The Design-Builder shall procure and maintain a Builder's Risk policy in a form such as ISO form CP 00 20 10 90 or a policy form providing equivalent coverage, covering the perils insured under and including the special causes of loss form, including collapse. Subject to the allowances stated in Paragraph A. 8. Self-Insured Retention/Deductibles, above, the deductible not to exceed the amount called for in Table 107-1 covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. Policy shall cover the structures and buildings, supplies and materials at the location of the Work as well as at any off-site storage locations. Sub-limits for loss caused by Flood and Earthquake are acceptable. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Department held in their care, custody and/or control. Such policy shall name the Design-Builder as insured, and The People of the State of New York and Subcontractors as additional insureds.~~

~~C. Table of Insurance Requirements~~

TABLE 107-1 INSURANCE FOR DESIGN-BUILD CONTRACTS					
Insurance Type	Contract Value (Millions)				
	\$10-\$25	\$25-\$50	\$50-\$100	\$100-\$250	Over \$250
Commercial General Liability (CGL)	\$2 million per occurrence; \$4 million aggregate	\$2 million per occurrence; \$4 million aggregate	\$3 million per occurrence; \$6 million aggregate	\$5 million per occurrence; \$10 million aggregate	\$5 million per occurrence; \$10 million aggregate
Commercial Auto	\$1 million per accident	\$1 million per accident	\$1 million per accident	\$1 million per accident	\$1 million per accident
Umbrella-/ Excess Liability	At least \$5 million when combined with the CGL	At least \$5 million when combined with the CGL	At least \$10 million when combined with the CGL	At least \$25 million when combined with the CGL	At least \$50 million when combined with the CGL
Special Protective & Highway Liability Policy	\$2 million per occurrence; \$4 million aggregate	\$2 million per occurrence; \$4 million aggregate	\$3 million per occurrence; \$6 million aggregate	\$5 million per occurrence; \$10 million aggregate	\$5 million per occurrence; \$10 million aggregate
Professional Liability-/ Errors & Omissions	\$2 million per occurrence; \$2 million aggregate	\$3 million per occurrence; \$3 million aggregate	\$4 million per occurrence; \$4 million aggregate	\$5 million per occurrence; \$5 million aggregate	\$10 million per occurrence; \$10 million aggregate
Railroad Protective	\$ 5 million per occurrence; \$ 10 million aggregate	\$ 5 million per occurrence; \$ 10 million aggregate	\$ 5 million per occurrence; \$ 10 million aggregate	\$ 5 million per occurrence; \$ 10 million aggregate	\$ 5 million per occurrence; \$ 10 million aggregate

TABLE 107-1 INSURANCE FOR DESIGN-BUILD CONTRACTS					
Insurance Type	Contract Value (Millions)				
	\$10-\$25	\$25-\$50	\$50-\$100	\$100-\$250	Over \$250
Marine Protective	\$1 million	\$1 million	\$1 million	\$1 million	\$1 million
Pollution Legal Liability	\$1 million per occurrence; \$1 million aggregate	\$1 million per occurrence; \$1 million aggregate	\$1 million per occurrence; \$1 million aggregate	\$1 million per occurrence; \$1 million aggregate	\$1 million per occurrence; \$1 million aggregate
Builder's Risk	\$1 million (Deductible \$25,000)	\$2.5 million (Deductible \$50,000)	\$5 million (Deductible \$100,000)	\$10 million (Deductible \$200,000)	\$25 million (Deductible \$500,000)

DB 107-07 PROTECTION OF UNDERGROUND FACILITIES.

NYSDOT Standard Specification §107-07 shall apply.

DB 107-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

NYSDOT Standard Specification §107-08 shall apply.

DB 107-09 DAMAGE.

All damage, direct or indirect, of whatever nature resulting from the performance of the Work or resulting to the Work during its progress from whatever cause, including omissions and supervisory acts of the State, shall be borne and sustained by the Design-Builder, and all Work shall be solely at its risk until it has been finally inspected and accepted by the State except that:

A. Damage by Public Traffic. Payment shall be made to the Design-Builder for repair or replacement of any permanent element of the highway which is completed to the stage of serving its intended function and is subsequently damaged by accident by public traffic. The Design-Builder must supply satisfactory evidence that such damage was caused by a public traffic accident and not by vandalism or by the Design-Builder's equipment. Satisfactory evidence shall generally be limited to: accident reports filed with the NYS Department of Motor Vehicles, police agencies or insurance companies; statements by reliable, unbiased eye witnesses; or identification of the vehicle involved in the accident. Physical evidence that the damage was caused by a motor vehicle (such as tire marks or broken headlight glass) will not be sufficient unless it can be shown that the damage was not caused by the Design-Builder's vehicles or by vandalism. Payment for damage by public traffic will be made only after the Design-Builder has demonstrated to the satisfaction of the Department's Project Manager that it had made every reasonable effort to collect the costs from the person or persons responsible for damage.

Work for which there is an item in the contract will be paid for at the unit price for that contract pay item as shown in the Backup for the Design-Builder's Price Proposal kept in escrow. Work for which there is no item in the Backup for the Design-Builder's Price Proposal will be paid for at an agreed price or by means of force account. Payment will not be made for repair or replacement in any way connected with untimely failure of any portion of the highway under public traffic, and the determination regarding this matter shall be made by the Department's Project Manager, taking into consideration the normal life and the amount of normal wear of the element involved. This provision does not relieve the Design-Builder of the responsibility of work zone traffic control for the contract or the responsibility of having wholly complete and acceptable Work at the time of final inspection and contract acceptance.

TABLE 108-1 SCHEDULE OF LIQUIDATED DAMAGES		
Original Total Contract Price		Liquidated Damages per Calendar Day
From More Than	To and Including	
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	\$100,000,000	\$7,000
\$100,000,000	\$500,000,000	\$15,000
\$500,000,000	-	\$25,000

DB 108-04 DELAY PROVISIONS.

A. Compensable Delays. The Department may provide monetary compensation for delays and interference in certain defined instances. The Design-Builder will only be eligible for extra compensation caused by delay or interference affecting the performance or the scheduling of contract work for those instances arising out of:

1. DB §104-03 *Differing Site Conditions*;
2. DB §104-04 *Significant Changes in the Character of the Work*;
3. DB §104-05 *Suspension of Work Directed by the Engineer*; and
4. Utility Delays, to the extent additional compensation is allowed for such delays under DB 104-04. ~~2B-3.~~

These aforementioned provisions may also form the basis for extra work compensation pursuant to DB §105-14 *Disputed Work and Dispute Resolution* and DB §109-05 *Extra Work and Time Related Compensation*. Failure of the Design-Builder to adequately progress completion of the Work will be considered in determining whether the aforementioned instances are the primary causes of delay. In all such instances, for any requests made under this subsection, the Design-Builder shall keep detailed written records of the costs in accordance with DB §104-06 *Notice and Recordkeeping*. Any dispute shall be promptly submitted to the Department's Project Manager in writing, pursuant to DB §105-14 *Disputed Work and Dispute Resolution*.

B. Non-Compensable Delays. The Design-Builder agrees to make no monetary request for, and has included in its bid prices for the various items of the contract, any extra/additional costs attributable to any delays, inefficiencies or interferences in the performance of the contract caused by or attributable to the items set forth below. The Design-Builder shall be compensated solely by an extension of time, with or without engineering charges as appropriate, to complete the performance of the Work in accordance with the provisions of DB §108-02 *Completion Date*.

1. The Work, or the presence on the contract site, of any third party, including but not limited to personnel or other contractors employed by the State, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises.
2. Any delay in progressing work by any third party as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the Work.
3. The existence of any facility or appurtenance owned, operated, or maintained by any third party, as indicated or disclosed in the contract documents or ordinarily encountered or generally recognized as inherent in the Work.
4. The act, or failure to act, of any other public or governmental body, railroad, transportation or utility companies or corporations, including, but not limited to, approvals, permits, restrictions, regulations or ordinances attributable to the Design-Builder's design, submission, action or inaction or the Design-Builder's means and method of construction.
5. Restraining orders, injunctions, or judgments issued by a court which were caused by Design-Builder's submission, action or inaction or means and method of construction.
6. Any labor boycott, strike, picketing or similar situation.
7. Any shortages of supplies of materials required by the contract work.
8. Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, acts of terrorism, nuclear events, or other catastrophes causing direct physical

damage. However, payment may be made for repairing damage to the Work caused by an "occurrence" as provided in DB §107-09 *Damage*.

9. Additional Contract Work or Extra Work which does not impact the Critical Path or affect the overall completion of the Contract, delays in the review or issuance of Change Orders, or field change sheets or delays within the established time periods for consultation and written comment for Design Documents, Working Plans, other submittals and construction details, means and methods.

10. Any situation which was within the contemplation of the parties at the time of entering into the contract.

11. Award of the contract by the State more than forty-five (45) days beyond the letting date.

12. Correcting any materials or Work rejected either by the Design-Builder or the Department, or Work unsatisfactory to the Department for which payment has been withheld. Refer to DB §104-05; and DB §106-08.

13. Any other matters not caused by the Department or beyond its control.

DB 108-05 SUBLETTING OR ASSIGNING THE CONTRACT.

Unless indicated otherwise in a Project Labor Agreement, the Design-Builder shall perform Work with a value of at least 30% of the Contract Price with its own forces. Work performed by any Principal Participant, including any of the Design-Builder's joint venture members, general partner(s), subconsultants, and their affiliates, is considered Work with the Design-Builder's own force. However, the Design Services cost, the Construction Inspection cost, and the Materials Testing cost will be excluded from the calculation of the 30%.

The Design-Builder is responsible for all work performed by Subcontractors, Trucking Firms, Manufacturers, Fabricators, Material Suppliers, Services and any other parties in the performance of the contract, regardless of whether Department approval has been obtained. The Design-Builder shall not enter into any subcontract with any person or firm listed as debarred from government contracts by the New York State Department of Labor on <https://applications.labor.ny.gov/EDList/searchPage.do> or by the Federal Government, General Services Administration on <https://www.sam.gov/SAM/>. Work shall be performed only by Subcontractors and Truckers specifically approved by the Department's Project Manager, and work shall not begin prior to approval by the Department's Project Manager.

Subcontractors are permitted to subcontract any part of the contract to a second-tier Subcontractor. However, work shall not be assigned by a second-tier Subcontractor to a lower tier ~~Subcontractor~~ (i.e., no third-tier subcontracting permitted). Work shall not be assigned by a Trucking Firm to a lower tier trucking firm or trucking broker. Work by a non-approved Subcontractor or ~~Trucking Firm~~ will be suspended by the Engineer and payment for work by a non-approved Subcontractor or Trucking Firm may be withheld.

~~A. Subcontractors. Except as provided below, Subcontractor approval is required for:~~

- ~~• Firms performing on-site work as defined in the contract documents.~~
- ~~• Firms performing the on-site maintenance of previously furnished and installed products.~~
- ~~• Firms delivering materials to the contract site and incorporating them directly into the Work by the firm's on-site work force.~~

~~Subcontractor approval is not required for:~~

- ~~• Manufacturers, Fabricators and Material Suppliers who do not incorporate supplies or materials directly into the contract work.~~
- ~~• Service Work which is not accounted through labor, equipment and materials, including, but not limited to Work Services and Professional Services.~~
- ~~• Off-Site Trucking and Material Delivery.~~
- ~~• Owner/Operator Trucking, both on-site and off-site.~~

~~A. Subcontractor Approval. Prior to approval of a Subcontractor by the Department, the Subcontractor shall file and have approved a completed Form CCA-2 New York State Vendor Responsibility Questionnaire – For Profit Construction with the Contract Management Bureau.~~

~~If a Design-Builder is not SSPC certified, Subcontractors performing structural paint removal operations and painting work shall be SSPC certified or alternatively certified by the Department in accordance with DB §105-03 Methods and Equipment.~~

~~The Design-Builder shall submit Subcontractor approval requests to the Regional Construction Group for approval by the Department's Project Manager. For each Subcontractor, the Design-Builder shall submit the following:~~

- ~~• AAP20 D/M/WBE Participation Worksheet (if applicable)~~
- ~~• CONR89 Approval to Subcontract~~
- ~~• Labor affidavit Form AC 2948 Subcontractor's Certification~~
- ~~• HC108 Subcontractor's Certification—Project Specific Safety and Health Plan;~~
- ~~• Proof of Insurance in accordance with DB §107-06 Insurance;~~
- ~~• Design-Build/Subcontractor SPDES Permit Certification (if there is a contract SPDES Permit)~~
- ~~• CONR1 Vendor Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative of the firm.~~

~~The Department reserves the right to suspend or withdraw its approval of subcontractors where the Department determines it is in the best interest of the State to do so, including, but not limited to a Subcontractor's failure to comply with Health and Safety requirements, failure to comply with the terms of the Contract, and/or failure to remain a responsible subcontractor for the entire duration of the Contract.~~

B.A. Subcontract Provisions. The Design-Builder shall incorporate by reference or otherwise include these provisions in every Subcontract and shall require that the same reference or inclusion be contained in every Subcontract entered into by any Subcontractor. All Subcontracts shall be in writing and shall contain all pertinent provisions of the contract in ~~cluding regard to~~ Federal and State Laws and Regulations. Upon request, the Design-Builder shall provide a copy of any requested written subcontract. All Subcontractors, Trucking Firms, and Professional Services shall maintain insurance coverages as required by DB §107-06 *Insurance*.

All subcontracts, supply or equipment contracts in excess of \$10,000 shall incorporate the provisions of DB §102-11 *Equal Employment Opportunity Requirements*. The provisions may be incorporated by reference.

All subcontracts shall incorporate the provisions of DB §105-21 *Civil Rights Monitoring and Reporting*. The provisions may be incorporated by reference.

All subcontracts shall incorporate the provisions of DB §107-16 *Ensuring Pay Equity by State Contractors*. The provisions may be incorporated by reference.

All subcontracts shall incorporate the provisions of DB §108-05D. *Title VI Assurance*, including supply and equipment contracts, unless exempt by 49 CFR 21, or directives issued pursuant thereto. The provisions may be incorporated by reference.

All subcontracts, supply or equipment contracts shall incorporate the provisions of DB §105-14 *Disputed Work and Dispute Resolution*. The provisions may be incorporated by reference. If such subcontracts or supply or equipment contracts do not have similar provisions, then the State payments to the Design-Builder for such subcontract or supply or equipment work shall be limited to only that which are provided by the provisions of DB §105-14 *Disputed Work and Dispute Resolution* as if it were in effect for such subcontract or supply or equipment contract.

All Subcontractors and Trucking Firms working within the contract limits or at a facility dedicated to the contract shall have a written Project Safety and Health Plan in accordance with DB §107-05 *Safety and Health Requirements* or shall have a copy of the Design-Builder's written Project Safety and Health Plan and shall confirm by written agreement with the Design-Builder that all construction operations are adequately addressed. If a Subcontractor or Trucking Firm are following their own written Health and Safety Plan, ~~the~~ Design-Builder shall have a copy ~~of each Subcontractor's written Safety and Health Plan,~~ and shall ensure that the Subcontractor's and Trucking Firm's plans are not in conflict with the Design-Builder's written Safety and Health Plan.

All Subcontractors shall have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the New York State Labor Law.

For Federal-Aid contracts the Design-Builder shall ~~insert directly incorporate all the provisions of~~ Form FHWA-1273 *Required Contract Provisions Federal-Aid Construction Contracts*, into all subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services). ~~The Contractor (or Subcontractor) shall, supply or equipment contracts; the provisions may not be~~ incorporated by reference the applicable requirements of Form-1273 for work done under any purchase order, rental agreement, or agreement for other services.

For Federal-Aid contracts, the Design-Builder shall directly incorporate the provisions of DB §108-05C *DBE Program Assurance* in every subcontract. The provisions may not be incorporated by reference.

For Federal-Aid contracts, the Design-Builder shall directly incorporate the provisions of DB §107-15 *Use of United States-Flag Vessels* in every subcontract. The provisions may not be incorporated by reference.

B. Subcontractors.

1. Subcontractor approval is required for:

- Firms performing on-site work as defined in the contract documents.
- Firms performing the on-site maintenance of previously furnished and installed products.
- Firms delivering materials to the contract site and incorporating them directly into the Work by the firm's on-site work force.

2. Subcontractors do not include the following:

- Manufacturers, Fabricators and Material Suppliers who do not incorporate supplies or materials directly into the contract work.
- Work Services and Professional Services not accounted through labor, equipment and materials.
- On-Site Trucking, Off-Site Trucking Owner-Operator Trucking, and Material Delivery. (For Trucking Firm approval, see §108-05D Trucking Firms)

3. **Subcontractor Approval.** Prior to approval of a Subcontractor by the Department, the Subcontractor shall file and have approved a completed Form CCA-2 New York State Vendor Responsibility Questionnaire - For Profit Construction with the Office of Contract Management.

If a Design-Builder is not SSPC certified, Subcontractors performing structural paint removal operations and painting work shall be SSPC certified or alternatively certified by the Department in accordance with DB §105-03 Methods and Equipment.

The Design-Builder shall submit Subcontractor approval requests to the Regional Construction Group for approval by the Department's Project Manager. For each Subcontractor approval request, the Design-Builder shall submit the following:

- CONR89 Approval to Subcontract
- AAP20 DBE/MBE/WBE/SDVOB Participation Worksheet (required for all DBE/MBE/WBE/SDVOB firms)
- Labor affidavit Form AC 2948 Subcontractor's Certification
- HC-108 Subcontractor's Certification - Project Specific Safety and Health Plan;
- CONR2 Prime Contractor's Certification for proof of insurance for Subcontractors;
- CONR5 Design-Builder/Subcontractor SPDES Permit Certification (if there is a contract SPDES Permit)
- CONR1 Vendor Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative of the firm.

The Department reserves the right to suspend or withdraw its approval of Subcontractors where the Department determines it is in the best interest of the State to do so, including, but not limited to a Subcontractor's failure to comply with Health and Safety requirements, failure to comply with the terms of the Contract, and/or failure to remain a responsible subcontractor for the entire duration of the Contract.

2.4. Subcontract Report.

As part of the monthly progress report, the Design-Builder shall submit a Subcontract report providing the Department with an updated list of Subcontractors (design and construction, at all tiers, including labor only). The Design-Builder shall specifically identify DBE/MBE/WBE/SDVOBs in the report. The location where the Subcontractors worked shall also be shown.

The Design-Builder shall also report the results of all procurements consummated in the previous month, including those procured competitively and by other means. The Design-Builder shall indicate the type of Work or product procured and size of the procurement (in dollars), and the name of the successful Subcontractor.

The report shall indicate the total number of Subcontractors and the total dollar value of all Subcontracts awarded to date. The report shall show the total number of Subcontracts and the total value of Subcontracts awarded to DBE/MBE/WBE/SDVOB firms to date.

The report shall indicate, for each Subcontract, the following:

1. The original Subcontract amount;
2. The value of any modifications to date; and
3. Payments made to date.

c. Professional Services. Professional Services provide specialized technical work to the Contractor for a fee or other basis not generally accounted for through labor, materials, and equipment billing. For definition of Professional Services, see §101-02 Definitions.

For each Professional Service requiring the signature, stamp or certification of a licensed professional, the Contractor shall submit the following:

- CONR2 Prime Contractor's Certification for proof of insurance for the Professional Service in accordance with §107-06 Insurance.
- AAP20 DBE/MBE/WBE/SDVOB Participation Worksheet (required for all DBE/MBE/WBE/SDVOB firms)

D. Trucking Firms. Trucking approval is required for On-Site Trucking, Off-Site Trucking, and Owner-Operators. Material Delivery does not require approval by the Department. The Contractor shall submit approval requests to the Regional Construction Group for approval by the Regional Construction Engineer. Work shall not be assigned or delegated by a Trucking Firm to a separate (lower-tiered) trucking firm or trucking broker(s).

The Department reserves the right to withhold, suspend or withdraw its approval of Trucking Firms where the Department determines it is in the best interest of the State to do so, including, but not limited to, a Trucking Firm's failure to comply with the terms of the Contract and/or failure to remain a responsible firm for the entire duration of the Contract.

1. On-Site Trucking. On-Site Trucking involves trucking operations where the truck driver is required to be paid prevailing wages (see DB §102-10 Labor and Employment). Certified payrolls are required to be submitted to the Engineer on a weekly basis.

For each On-Site Trucking approval request, the Contractor shall submit the following:

- CONR90 Trucking Firm Approval;
- AAP20 DBE/MBE/WBE/SDVOB Participation Worksheet (required for all DBE/MBE/WBE/SDVOB firms);
- AAP23 DBE/MBE/WBE/SDVOB Trucking Form (required for all DBE/MBE/WBE/SDVOB firms);
- Labor affidavit Form AC 2948 Subcontractor's Certification (Owner/Operator excluded);
- HC-108 Subcontractor's Certification - Project Specific Safety and Health Plan or Certification - Trucking Safety and Health Plan (for On-Site Owner/Operator Trucking Firms);
- CONR2 Prime Contractor's Certification for proof of insurance for Trucking Firms in accordance with §107-06 Insurance.

2. Off-Site Trucking. Off-Site Trucking involves trucking operations where the truck driver is not required to be paid prevailing wages (see DB §102-10 Labor and Employment).

For each Off-Site Trucking approval request, the Contractor shall submit the following:

- CONR90 Trucking Firm Approval;
- AAP20 DBE/MBE/WBE/SDVOB Participation Worksheet (required for all DBE/MBE/WBE/SDVOB firms);
- AAP23 DBE/MBE/WBE/SDVOB Trucking Form (required for all DBE/MBE/WBE/SDVOB firms);
- HC-108 Subcontractor's Certification - Project Specific Safety and Health Plan or Certification - Trucking Safety and Health Plan (for On-Site Owner/Operator Trucking Firms);
- CONR2 Prime Contractor's Certification for proof of insurance for Trucking Firms in accordance with §107-06 Insurance.

1.3. Owner/Operators Trucking. Owner/Operators are defined as individual businesses operated by the owner, who do not have any other employees, and therefore are not subject to prevailing wage rates. ~~Prior to performance of on-site work or trucking by an Owner/Operator, the Design-Builder shall submit proof of commercial automobile insurance and a Subcontractor's Certification - Project Specific Safety and Health Plan or Certification - Trucking Safety and Health Plan to the Engineer.~~

In order to be an Owner/Operator, the following conditions shall be met:

- The operator shall be the ~~registered~~ owner of the ~~business~~ vehicle, and the name of the operator shall match the name of the owner on the vehicle registration; or, If the registered owner of the vehicle is a firm or corporation, typically a finance or leasing company, the operator shall furnish a lease or purchase agreement for the vehicle.
- The registration of the vehicle shall be in the Owner/Operator's legal business name.
- Insurance for the vehicle shall ~~be~~ ~~carried~~ in the Owner/Operator's legal business name, ~~or in the name of the registered owner.~~

For each Owner/Operator Trucking approval request, the Contractor shall submit the following:

- CONR90 Trucking Firm Approval;
- AAP20 DBE/MBE/WBE/SDVOB Participation Worksheet (required for all DBE/MBE/WBE/SDVOB firms);

- AAP23 DBE/MBE/WBE/SDVOB Trucking Form (required for all DBE/MBE/WBE/SDVOB firms);
- HC-108 Subcontractor's Certification - Project Specific Safety and Health Plan or Certification - Trucking Safety and Health Plan (for On-Site Owner/Operator Trucking Firms);
- CONR2 Prime Contractor's Certification for proof of insurance for Trucking Firms in accordance with §107-06 Insurance.

2.4. Material Delivery. Material Delivery includes delivery of materials or supplies to a public worksite to drop or stockpile. Material delivery does not include the "delivery to and hauling from such worksites of aggregate supply construction materials" as specified in NYS Labor Law Section 220. Material Delivery does not require approval by the Department.

C.E. DBE Program Assurance. The Design-Builder shall carry out the applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. Failure by the Design-Builder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

D.F. Title VI Assurance.

1. Compliance with Regulations. The Subcontractor shall comply with the Regulation relative to nondiscrimination in federally assisted programs of the USDOT 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Subcontractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of ~~s~~Subcontractors, including procurements of materials and leases of equipment. The Subcontractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR 21 Appendix B.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Design-Builder of the Design-Builder's obligations under this contract and 49 CFR 21 relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Subcontractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ~~s~~Subcontractor is in the exclusive possession of another who fails or refuses to furnish this information the ~~s~~Subcontractor shall so certify to the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Subcontractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Design-Builder under the contract until the Subcontractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part

DB 108-06 COMMENCEMENT OF ACTIONS ON STATE PUBLIC WORKS CONTRACTS.
NYSDOT Standard Specification §108-06 shall apply.

DB 108-07 SEASONAL SHUTDOWN.
NYSDOT Standard Specification §108-07 shall apply.

1. The amount claimed to be payable, including amounts due under Force Account and/or Change Orders;
2. Any other amount claimed to be payable or deducted pursuant to a determination of the Department's Project Manager, identifying the relevant determination; and
3. A certificate certifying progress reported and compliance with Contract requirements. The certification shall be signed by the Design-Builder's Project Manager/Deputy Project Manager, Quality Manager, and Design Manager.

E. Unit Price Work. If any Work is performed on a Unit Price basis, the Design-Builder shall perform the Work in accordance with the requirements set forth in the Contract Documents or the Change Order for such Work.

DB 109-02 VACANT.

DB 109-03 SCOPE OF PAYMENT.

NYSDOT Standard Specification §109-03 shall apply.

DB 109-04 PARTIAL PAYMENTS.

NYSDOT Standard Specification §109-04 shall apply.

DB 109-05 EXTRA WORK AND TIME RELATED COMPENSATION.

The Department reserves the right to order changes in the scope of the Contract Work as is necessary to complete the Project, in accord with the intent of the Contract Documents. Adjustments to the Contract Price shall be based on negotiations between the Design-Builder and the Department.

The Design-Builder will be compensated for ~~e~~Extra ~~w~~Work under existing unit prices, by agreed price in accordance with DB §109-05A *Agreed Price Work*, or by force account in accordance with DB §109-05B *Force Account Work*.

A. Agreed Price Work. Agreed prices for new items of work or materials in accordance with one of the methods outlined below may be accepted by the Department's Project Manager and incorporated into a change order as the Department may deem them to be just and fair and beneficial to the State. An agreed price may be offered by the Design-Builder, and accepted by the Department for a defined quantity of additional work. The Design-Builder shall provide an agreed price proposal generally not later than 7 calendar days prior to beginning the Work. If a price has not been agreed to, in writing, prior to starting the Work, the Design-Builder shall keep and submit daily records to document all labor, material and equipment used to complete the Work in accordance with DB §109-05C.1 *Daily Summary*. A change order containing an agreed price not supported by one of the following may be subsequently rejected by the Department or the Office of the State Comptroller.

1. Weighted Average Price. The statewide or regional weighted average price (WAP) for a contract pay item for minimum of 3 contracts of similar type, quantity, and/or location of work over a one to two-year period; as shown in the Pay Item Catalog (PIC). The Department may adjust the WAP for documented increase or decrease in labor, materials, equipment, mobilization, and/or site conditions.

2. Price Analysis. A price analysis shall be based on an estimated breakdown of charges listed in DB §109-05B *Force Account Work*, using the labor, equipment and other rates available when the agreed price is developed by the Design-Builder. The

analysis shall be based on crew composition, material prices, equipment production and overall production rates that are reasonable. Price analyses shall be submitted in a format acceptable to the Department. Price Analysis forms are available from the Department's website at:

www.dot.ny.gov/main/business-center/contractors/construction-division/forms

The Design-Builder will be reimbursed for labor in accordance with DB §109-05B.1.a. *Labor*. The Design-Builder will be reimbursed for each class of labor, not individual workers, at the prevailing wage rate for that trade and classification.

The Design-Builder will be reimbursed for materials in accordance with DB §109-05B.1.b. *Materials*.

The Design-Builder will be reimbursed for equipment in accordance with DB §109-05B.1.c. *Equipment*.

Equipment rates shall be used with no rate adjustment factor and no regional adjustment factor. An appropriate type and size of equipment similar to that available on the contract site, if present, shall be used.

The Design-Builder will be reimbursed for required insurances in accordance with DB §109-05B.1.d. *Insurance*.

The Design-Builder will be reimbursed for overhead at 10% of items DB §109-05B.1.a. *Labor*, and DB §109-05B.1.b. *Materials* and DB §109-05B.1.c. *Equipment*.

The Design-Builder will be reimbursed for profit at 10% of items DB §109-05B.1.a. *Labor*, DB §109-05B.1.b. *Materials* and DB §109-05B.1.c. *Equipment*.

Due to the cost and effort associated with development, a price analysis should generally be reserved for ~~e~~Extra ~~w~~Work under an individual contract pay item or a single price analysis, of more than \$5,000.

B. Force Account Work. Where there are no applicable unit prices for ~~e~~Extra ~~w~~Work and agreed prices cannot be readily established or substantiated, the Design-Builder will be reimbursed by Force Account for the actual, reasonable and verifiable cost of the items listed below. The Design-Builder shall maintain and submit force account records in accordance with DB §109-05C *Force Account Report*.

1. Design-Builder Construction Costs. At the preconstruction meeting, the Design-Builder should provide the Department's Project Manager documentation supporting its insurance rates for the current period, and provide updates within 30 days after the renewal date, to assist in timely preparation and review of force account reports. All rates will be those in effect at the time the Work is performed.

a. Labor. Necessary labor costs include wages, supplemental (fringe) benefits, FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), paid holidays, Workers Compensation insurance and other such reasonable charges that are paid by the Design-Builder pursuant to existing written agreements with its employees and/or labor organizations. Labor shall be recorded in hours to the nearest half hour.

1.) Wages and Fringe Benefits. The Design-Builder will be reimbursed for each worker separately at the actual payroll rate, an average rate based on different workers will not be accepted. The wage rate for an individual worker may be up to 150% of the prevailing wage and 100% of the supplemental (fringe) benefits, provided the Design-Builder documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work. The Design-Builder shall obtain the approval of the Department's Project

Manager for wage rates for individual workers over 110% of the prevailing wage prior to that individual starting work.

There are no prevailing wage rates for foremen/forewomen. Foremen/forewomen are typically paid at a higher rate than the trades they supervise, due to additional responsibilities. The reimbursement for foremen/forewomen will be based on previous certified payrolls or other payroll records for that individual, if available, provided crew composition and overall production rates are reasonable.

If the Design-Builder is obligated by a labor agreement to pay a full day's pay for an individual in a required labor classification, and cannot find other work on that day for that individual, the Design-Builder will be reimbursed for a full day's pay for that individual.

Professional or technical personnel specifically required or agreed to by the Department, in writing, to be present for specific critical work operations will be reimbursed as a direct labor cost. The reimbursement for these professional or technical personnel will be based on previous payrolls for that individual, as certified by the employer, or by comparison to costs for similarly qualified personnel.

No reimbursement will be made for travel, lodging, bonuses, or other similar payments made to workers.

2.) *Standard Markups.* The Design-Builder will be reimbursed for FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), and paid holidays using the Standard Labor Markup Rate, on all wages, not including supplemental (fringe) benefits. The Standard Labor Markup Rate, initially 12.5%, may be modified by the Department via Official Issuance.

The Design-Builder will be reimbursed for FICA and Medicare using the Standard Fringe Markup Rate on all supplemental (fringe) benefits paid in a payroll check or in cash to the employee. The Standard Fringe Markup Rate, initially 6.4%, may be modified by the Department via Official Issuance.

~~3.) *Workers Compensation Insurance.* The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Design-Builder shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.~~

~~Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Design-Builder, additional differentials will be added to the Worker's Compensation insurance rate.~~

~~For Design-Builder that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Design-Builder shall supply documentation from the Design-Builder's insurance carrier detailing the rate and basis for application.~~

~~The Design-Builder will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.~~

b. Materials. Materials are necessary products incorporated in the temporary or permanent work. The Design-Builder will be reimbursed for the costs of materials, including transportation to the site and sales taxes for materials not permanently incorporated into the Work. Material transportation may be accounted for as part of the material unit price, a material unit price for transportation, a fee for transportation, or equipment and operator charges. Design-Builder or Subcontractor costs for transportation of materials shall be accounted for as labor and equipment in accordance with DB §109-05B.1.a. *Labor* and DB §109-05B.1.c. *Equipment* respectively. Because force account work has no associated pay lines/limits, materials will be measured as actual quantities delivered and incorporated, including any required overlap, and appropriate allowances for waste and/or disposal due to construction operations and/or installation practices.

The Design-Builder will be reimbursed, including sales taxes when applicable, for expendable materials such as oxygen, acetylene, propane, welding rods, form lumber, form oil, grinding wheels, saw blades, hammer and drill bits, drill steel, and tooth-bits consumed in progressing the Work. Other small tools and tool/equipment supplies used or consumed in progressing the Work are considered to be included in overhead and no separate reimbursement will be made.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit will be determined by the Engineer in coordination with the Design-Builder for substantial salvageable material recovered.

c. Equipment. Equipment, other than small tools, used by the Design-Builder shall be of suitable size and suitable capacity required for the Work to be performed. If the Design-Builder elects to use equipment of a higher rate than the equipment suitable for the Work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rate is based will be recorded as a part of the Force Account Report. Usage ~~w~~shall be recorded in hours to the nearest half hour to align with the recorded labor for the associated work. The Department's Project Manager will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

1) *Mobilization Costs.* If the Design-Builder does not have a needed type or piece of equipment on the contract site or the equipment is not available to perform the ~~e~~Extra ~~w~~Work, the Design-Builder will be reimbursed for the reasonable cost of mobilization to and demobilization away from the work site. Mobilization and demobilization includes ~~s~~ the cost of transporting equipment; 50% of the hourly ownership rate of transported equipment during transportation, including loading, unloading, assembly, and disassembly; and fees for any required regulatory permits. Costs for demobilization away from the work site will not be paid if the equipment is kept on the site and performs additional contract work.

2) *Ownership Costs.* The Design-Builder will be reimbursed for its costs for providing equipment at the rates listed in the Rental Blue Book Rate software produced by Equipment Watch (hereafter referred to as Blue Book). The hourly

piece of equipment. If the ownership cost is limited by the original purchase price, the Design-Builder will continue to be reimbursed for the operating cost for hours of actual use.

6) *Backup Equipment.* The Design-Builder will be reimbursed at 50% of the hourly ownership rate for redundant/backup equipment specifically required, or agreed to by the Department in writing, to be present for specific critical work operations.

7) *Owner/Operator Equipment.* Equipment Owner/Operators utilized by the Design-Builder in the performance of Work shall be accounted for as a service charge in accordance with DB §109-05B.3. *Service Charges.*

d. *Insurance.* The Design-Builder will be reimbursed for Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, ~~Design-Builder Risks~~, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required in accordance with DB §107-06 *Insurance*, at the rate paid by the Design-Builder, in accordance with the method procured from its insurer(s), to the extent the insurance costs are attributable to the force account work.

1) Design-Builders or Subcontractors that pay insurances on the basis of a percentage of payroll will be reimbursed that percentage of the portion of item DB §109-05B.1.a- *Labor* specified in the Design-Builder's insurance policy.

2) Design-Builder's or Subcontractors that pay insurances on the basis of a percentage of gross sales will be reimbursed that percentage of the total of items DB §109-05B.1.a- *Labor*, through DB §109-05B.1.b *Materials*, DB §109-05B.1.c *Equipment*, DB §109-05B.1.e *Overhead*, and DB §109-05B.1.f *Profit*.

3) *Workers Compensation Insurance.* The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Design-Builder shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.

Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Design-Builder, additional differentials will be added to the Worker's Compensation insurance rate.

For Design-Builder that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Design-Builder shall supply documentation from the Design-Builder's insurance carrier detailing the rate and basis for application.

The Design-Builder will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.

e. *Overhead.* The Design-Builder will be reimbursed for overhead at 10% of items DB §109-05B.1.a- *Labor*, ~~(but not including the premium portion of overtime) and~~ DB §109-05B.1.b- *Materials* and DB §109-05B.1.c- *Equipment*, ~~to the extent they are attributable to the force account work.~~ Overhead will be defined to include the following:

1) Additional costs for bond(s), Disability Benefits and Commercial Automobile insurance;

- 2) All salary, benefits and expenses of executive officers, supervising officers/employees, superintendents, project engineers, office engineers, CPM Schedulers, clerical or administrative employees, and other project level staff, but not including working forepersons; including payroll taxes, unemployment insurance, workers compensation insurance, and charges that are paid by the Design-Builder to or on behalf of those employees pursuant to written agreement with its employee(s) and/or labor organizations;
- 3) Small tools and small tool/equipment supplies, including shovels, picks, axes, saws, bars, sledges, lanterns, etc.;
- 4) Design-Builder's field office rental, utility charges, potable water, sanitation, cleaning, computers, CADD equipment, office equipment, office supplies, reproduction costs, etc.;
- 5) Administrative or other efforts required to maintain records and produce force account reports.

f. Profit. The Design-Builder will be reimbursed for profit at 10% of items DB §109-05B.1.a- ~~Labor (but not including the premium portion of overtime)~~, and DB §109-05B.1.b- ~~Materials~~, and DB §109-05B.1.c ~~Equipment~~.

2. Design-Builder Design Costs. When ~~Extra~~ Work, as directed by the Department, is performed by a Designer, the Design-Builder will be reimbursed the actual, reasonable and verifiable cost of such work as calculated using the following formula:

Design Services Extra Work Cost = Direct Technical Labor (DTL) + Overhead (OH) + Profit

a. Direct Technical Labor (DTL). The Design-Builder will be reimbursed for the design firm's Direct Technical Labor for each worker separately at the actual payroll rate, up to a maximum of the Department's Chief Engineer's rate.

b. Overhead (OH). The Design-Builder will be reimbursed for overhead at 150% of the total amount of item DB §109-05B.2.a *Direct Technical Labor*, but not including the premium portion of overtime, to the extent it is attributable to the force account work.

c. Profit. The Design-Builder will be reimbursed for profit at 10% of item DB §109-05B.2.a *Direct Technical Labor* but not including the premium portion of overtime.

3. Subcontractor Costs. When ~~Extra~~the Work is performed by a Subcontractor (Excluding the Principal Participants), the Design-Builder will be reimbursed the actual, reasonable and verifiable cost of such subcontracted work as outlined above in DB §109-05B.1. ~~Design-Builder Construction Costs or DB §109-05B.2 Design-Builder Design~~ Costs, plus an additional 5% for subcontract administration, and the Design-Builder's costs for insurance in accordance with DB §109-05B.1.d- ~~Insurance~~.

Specialty Subcontractors are Subcontractors that are experts in a unique trade or are trained to perform very specialized work (i.e., pipe jacking, soil nail walls, fiber wrapping, pile installation, etc.). Only when the Deputy Chief Engineer (Construction) has given advanced approval of projected actual costs, the Department will reimburse the actual, reasonable and verifiable costs for tolls, mileage, lodging, and meals for Specialty Subcontractors required to perform the work when such costs are deemed necessary due to the Specialty Subcontractor's considerable distance from the location of the work and consideration of alternative Specialty Subcontractors. The reimbursement amount will be the lesser of: (1) the advanced approved actual costs; (2) actual incurred charges; or (3) the current maximum per diem and mileage rates for the contract location within New York State as posted on www.gsa.gov. Specialty Subcontractors shall

maintain all records of costs and provide them to the Department upon request. Any extra or unapproved expense to include personal travel or other non-NYSDOT business travel in the official transportation ticket shall be borne by the traveler. This shall include costs as a result of indirect-route or interrupted travel.

4.3- Service Charges. When Extra Work is performed by, and a fee is paid to a ~~p~~Professional ~~s~~Service, a ~~w~~Work ~~s~~Service, or an equipment owner/operator (~~E~~Excluding Principal Participants), the Design-Builder will be reimbursed the actual cost of the service fee plus 5% for service administration. This 5% will be applied only once to the service fee regardless of the firm making direct payments.

The rate for equipment with an operator shall not exceed the total of the Blue Book ownership rate, the Blue Book operating rate, and the wages for an appropriate operator. For specialized equipment or circumstances, the wages for an appropriate operator may be up to 150% of the prevailing wage rate.

C. Force Account Report. Payment for force account work will be made on the basis of the following reports. Reports shall be submitted in a format acceptable to the Department. Force Account MURK forms are available from the Department's website at:

www.dot.ny.gov/main/business-center/contractors/construction-division/forms.

If the Department's Project Manager or his/her representative disagrees with the accuracy, applicability, or reasonableness of any portion of a Design-Builder's submission, he/she will promptly notify the Design-Builder.

1. Daily Summary. The Design-Builder shall deliver a daily summary of force account work to the Department's Project Manager in a format acceptable to the Department, not later than close of business on the work day following that for which the Work is reported. The daily summary shall be dated and signed by the Design-Builder's authorized representative.

The Department Project Manager's signature indicates that the record, as modified, is contemporaneous and accurate, but does not indicate concurrence with any dispute. The Department's Project Manager will annotate the record as necessary, sign and date, and provide a copy to the Design-Builder.

The summary shall contain:

- a. The contract number, other contract information, and the Design-Builder name/information.
- b. A brief description of the Work performed and the work location for that day.
- c. A list of personnel by name, including the hours worked, and labor classification.
- d. A list of materials used indicating the quantity and nature. The cost shall be documented later by proper receipts.
- e. A list of equipment used indicating the number of hours used and the type, manufacturer, model, model year, size of equipment, and any required attachments.

2. Labor Summary. If there is an approved Force Account Estimate, in order to receive progress payments, the Design-Builder shall deliver to the Department's Project Manager a summary of labor used on the Work. The Design-Builder shall provide the Weekly Summary of Force Account Labor using forms provided by the Department, and shall include the first and last name, labor classification, regular and premium hourly rates of pay, supplemental (fringe) benefit hourly rates, regular and premium hours worked, supplemental (fringe) benefit amounts paid in cash, workers compensation percentage rates and limits, and/or other items necessary to calculate the amount due to the Design-Builder. Progress payments on the force account will not be made until the Design-Builder provides required documentation to the Department's Project Manager.

3. Force Account Report Submission. On completion of the specific force account work, the Design-Builder shall deliver to the Department's Project Manager a Force Account Report, wherein all labor, materials, equipment, and other charges are shown and totaled using forms provided by the Department. The Force Account Report shall be dated and signed by the Design-

Builder's authorized representative. When the Design-Builder and the Department's Project Manager agree on the Force Account Report, the Department's Project Manager will prepare and submit a change order containing the Force Account Report to the Regional Construction Engineer for approval.

4. Force Account Review. The Regional Construction Engineer, or designee, will review the Force Account Report and make any notations, remarks or comments on this form that may assist in final payments. The emphasis of this review will be on labor rates, markups, workers compensation limits, material costs, equipment rates, insurance rates, and overall documentation. The Regional Construction Engineer will forward the change order to the Director of the Project Management Office (DPMO). The DPMO, after review and approval, will forward the change order to the Office of the State Comptroller (OSC) for review and filing. Only after filing by OSC may the Department's Project Manager begin to process contract payments based on the change order, as the Work is completed.

D. Time Related Dispute Compensation. The Design-Builder will only be eligible for extra compensation for expenses or costs which are identified as compensable under DB §108-04A *Compensable Delays*. In the event any legal action is instituted against the State by the Design-Builder due to any such dispute for additional compensation, whether due to time related dispute, delay, acceleration, breach of contract, or otherwise, the State's liability will be limited to those items which are specifically identified as compensable under DB §109-05D.1. *Recoverable Design-Builder Costs*. Nothing in this subsection is intended to create any liability of the State not existing at common law or pursuant to the terms of this contract or to prevent the Design-Builder from filing a claim in the New York State Court of Claims. The remedies contained herein are exclusive.

1. Recoverable Design-Builder Costs. Only the following elements will be recoverable by the Design-Builder as "time related dispute compensation" provided that they are actual, reasonable and verifiable. Any such adjustment will be made via change order. Escalated costs will include unanticipated higher or lower costs attributable, with appropriate credits, to the performance of work or portions of work in an extended time period due to extenuating circumstances beyond the control of the Design-Builder.

a. *Extra ~~W~~Work*. The Design-Builder will be reimbursed for ~~e~~Extra ~~W~~Work required due to a time related dispute in accordance with DB §109-05B *Force Account Work*, less any appropriate credit.

b. *Labor*. The Design-Builder will be reimbursed for documented escalated labor costs determined in accordance with DB §109-05B.1.a- *Labor*.

c. *Materials*. The Design-Builder will be reimbursed for documented escalated material costs determined in accordance with DB §109-05B.1.b- *Materials*.

d. *Equipment*. The Design-Builder will be reimbursed for documented escalated equipment costs less appropriate credits, determined in accordance with DB §109-05B.1.c- *Equipment*. The costs for idle equipment will be 50% of the ownership rate set forth in DB §109-05B.1.c- *Equipment*. Idle time shall not exceed 8 hours per day, 40 hours per week, or the annual usage hours established in the Equipment Watch Blue Book software. The Design-Builder will be reimbursed for backup equipment costs, in accordance with DB §109-05B.1.c.6- *Backup Equipment*. Equipment with an hourly ownership rate of less than \$2 or a current purchase price of less than \$500 will be considered as small tools and equipment- and will not be directly reimbursed. No operating costs will be paid for idle equipment.

e. *Insurance*. The Design-Builder will be reimbursed for documented additional or escalated insurance costs during the extended period.

f. *Extended Contract Site Supervision and Management*. The Design-Builder will be reimbursed for documented additional or escalated contract site overhead costs during the extended period, including those for superintendents, project engineers, office engineers, CPM schedulers, clerical

and other project level staff, but not including working forepersons. Allowable costs will include salary, Standard Labor Markup on salary, benefits not included in the Standard Labor Markup, and workers compensation insurance.

g. Extended Design-Builder's Field Office Costs. The Design-Builder will be reimbursed for fees paid to service provider(s) during the extended period, for required Design-Builder's field office rental, utility charges, potable water, sanitation, cleaning, etc.

h. Bond Costs. The Design-Builder will be reimbursed for documented additional or escalated bond costs during the extended period.

i. Home Office Overhead. The Design-Builder will be reimbursed for home office overhead at 10% of items DB §109-05D.1.b- *Labor* and DB §109-05D.1.c- *Materials*. The Design-Builder will be reimbursed for home office overhead at 10% of documented escalated equipment costs under DB §109-05D.1.d- *Equipment*. No home office overhead will be paid for idle equipment.

j. Profit. The Design-Builder will be reimbursed for profit at 10% of items DB §109-05D.1.b- *Labor* and DB §109-05D.1.c- *Materials*, except when DB §104-05 *Suspensions of Work Ordered by the Engineer* applies, no profit will be allowed. The Design-Builder will be reimbursed for profit at 10% of documented escalated equipment costs under DB §109-05D.1.d *Equipment*. No profit will be paid for idle equipment.

2. Recoverable Subcontractor Costs. When costs are recoverable by a Subcontractor as "time related dispute compensation", the Design-Builder will be reimbursed the actual, reasonable and verifiable ~~s~~Subcontractor costs as outlined above in DB §109-05D.1- *Recoverable Design-Builder Costs*, an additional 5% of those costs for subcontract administration, and costs for Design-Builder insurances in accordance with DB §109-05D.1.e- *Insurance*.

3. Non-Recoverable Costs. In any dispute for time related compensation, the Department will have no liability for the following items and the Design-Builder shall make no claim for the following items:

- a. Home office overhead in excess of that provided in DB §109-05D.1.i- *Home Office Overhead*;
- b. Profit, in excess of that provided in DB §109-05D.1.j- *Profit*;
- c. Loss of anticipated or unanticipated profit;
- d. Labor inefficiencies and loss of productivity;
- e. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on investment, or any resultant insolvency;
- f. Indirect costs or expenses of any nature;
- g. Direct or indirect costs attributable to performance of Work where the Design-Builder, because of situations or conditions within its control, has not progressed the Work in a satisfactory manner.
- h. Attorney's fees and dispute or claims preparation expenses

E. Acceleration Compensation. The Design-Builder will be reimbursed for additional costs associated with acceleration directed by the Department in writing.

1. Recoverable Contractor Costs. The following elements will be recoverable by the Design-Builder as compensation for acceleration, provided that they are actual, reasonable and verifiable. Recoverable costs include costs attributable, with appropriate credits, to the performance of Work or portions of work during the original contract period, but at an accelerated rate, attributable to the Department's directed acceleration.

a. Labor. The Design-Builder will be reimbursed for additional labor costs, primarily the premium portion of overtime;

b. Materials. The Design-Builder will be reimbursed for additional material costs, primarily costs for accelerated production and delivery costs or additional fabrication costs associated with a revised delivery schedule;

c. *Equipment.* The Design-Builder will be reimbursed for additional equipment costs, primarily costs for mobilization and demobilization of additional equipment required;

d. *Insurance.* The Design-Builder will be reimbursed for additional insurance costs, including Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, ~~Design-Builder's Risks~~, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required in accordance with DB §109-06 *Insurance*, at the rate paid by the Design-Builder, in accordance with the method procured from its insurer(s).

1) Design-Builders or Subcontractors that pay insurances on the basis of a percentage of payroll will be paid that percentage of the portion of item DB §109-05E.1.a- *Labor* specified in the Design-Builder's insurance policy.

2) Design-Builders or Subcontractors that pay insurances on the basis of a percentage of gross sales will be paid that percentage of the total of items DB §109-05E.1.a- *Labor*, DB §109-05E.1.b- *Materials*, DB §109-05E.1.c- *Equipment*, ~~and~~ DB §109-05E.1.e- *Overhead*, and DB §109-05E.1.f *Profit*.

e. *Overhead.* The Design-Builder will be reimbursed for overhead at 10% of items DB §109-05E.1.a- *Labor*, DB §109-05E.1.b- *Materials* and DB §109-05E.1.c- *Equipment*.

f. *Profit.* The Design-Builder will be reimbursed for profit at 10% of items DB §109-05E.1.a- *Labor*, DB §109-05E.1.b- *Materials* and DB §109-05E.1.c- *Equipment*.

2. Recoverable Subcontractor Costs. When costs are recoverable by a Subcontractor as acceleration compensation, the Design-Builder will be reimbursed the actual, reasonable and verifiable ~~S~~Subcontractor costs as outlined in DB §109-05E.1. *Recoverable Design-Builder Costs*, an additional 5% of those costs for subcontract administration, and the Design-Builder's costs for insurance in accordance with DB §109-05E.1.d- *Insurance*.

DB 109-06 CONTRACT PAYMENTS.

NYSDOT Standard Specification §109-06 shall apply.

DB 109-07 PROMPT PAYMENTS BY THE CONTRACTOR.

NYSDOT Standard Specification §109-07 shall apply.

DB 109-08 ELIMINATED MATERIALS.

NYSDOT Standard Specification §109-08 shall apply.

DB 109-09 FINAL ACCEPTANCE AND FINAL AGREEMENT.

A. Partial Acceptance.

If at any time during the prosecution of the Project the Design-Builder satisfactorily completes a unit or portion of the Project, the Design-Builder may request the Department's Project Manager to make a detailed Inspection of that unit to determine whether it is substantially complete. A copy of the detailed Inspection list will be furnished to the Design-Builder. When this Inspection progresses over any length of time, copies of the list will be furnished as the Inspection progresses so that the Design-Builder may proceed with the required Work without delay. If the Department's Project Manager finds upon Inspection that the unit has been satisfactorily completed in compliance with the Contract, the Department's Project Manager may issue a notice of Substantial Completion.

Following Substantial Completion of any unit, the Department may accept that unit as being completed, and relieve the Design-Builder of maintenance responsibility with respect to such unit. Such agreement shall in no way void or alter the terms of this Contract. The Design-Builder will remain responsible for correction of any defects discovered prior to Project Completion of the Work, and will also remain responsible for Warranties with respect to such Work hereunder. Devices intended to be used for traffic safety and control that are

and written comment will be provided to the Design-Builder in writing. The Design-Builder shall be responsible for addressing the Department's comments and shall indicate in writing whether it concurs with the comments. If the Design-Builder does not concur with the Department's comments, then the Department and Design-Builder will work together to resolve the issue before proceeding.

If agreement cannot be reached, the issue must be resolved as provided in the Contract Documents for dispute resolution in accordance with Part 2 DB §105-14.

2.7 PROJECT WISE

ProjectWise is the preferred platform to be used to organize, manage, distribute/share and archive electronic Project design documents for NYSDOT. However, the Design-Builder may propose to utilize another internet-based platform for these purposes, subject to the Department's acceptance. Should an alternate platform be selected, access is to be provided to FHWA-NY Division personnel. The documents to be posted to the selected platform typically include but are not limited to:

- Final design report and any modifications predicated by the Design-Builder's actions;
- All studies and supporting reports;
- Permit Applications and Permits;
- Survey and ROW mapping;
- Photos taken prior to and during design;
- CADD and 2D/3D models files including current NYSDOT-supported Microstation and InRoads file formats;
- Engineering calculations to support designs;
- All drawing submissions (Definite, Interim, Final, RFC, As-Built, etc.);
- Engineer of Record's estimate based on Work Payment Schedule; and
- Public Information.

All files posted to the selected platform shall be in accordance with the file naming convention and submission procedures as defined in Appendix 14 of the NYSDOT Project Development Manual.

The Design-Builder shall ensure that all electronic design documents are stored on the selected platform. Updates of engineering documents shall be provided on a monthly basis.

Regardless of the platform utilized during the progression of the Project, all files shall be posted to ProjectWise on a monthly basis, at a minimum, by the Design-Builder in accordance with the criteria listed above. The Quality Manager shall provide a status update regarding the posting of files to ProjectWise in the Monthly Quality Manager Report.

The Design-Builder shall obtain a ProjectWise account by contacting the Department's Project Manager and providing the required account information per Appendix 14 of the Project Development Manual.

[This contract has additional Document Control Management and Reporting requirements. Refer to Part 5, SP-19 for additional information.](#)

Archaeological and Native Nation monitoring during construction shall be carried out in accordance with a Construction Phase Archaeological Work Plan, to be developed by the State's Archaeologist with information provided by the Design-Builder. The Construction Phase Archaeological Work Plan will supplement the approved Phase IB Work Plan (Appendix 2 of the Section 106 Programmatic Agreement), and using Design Plans, will document the evaluation of anticipated disturbance in archaeologically sensitive areas, describe strategies for implementing the approved Phase IB Work Plan, and describe the sequencing of archaeological and/or Native Nation monitoring based upon the anticipated construction schedule.

The Design-Builder shall facilitate the implementation of the approved Construction Phase Archaeological Work Plan, which shall include providing information and notifications to NYSDOT based on applicable procedures and protocols. The Design-Builder may be asked to temporarily halt construction for inspection by the Archaeologist and/or Native Nation monitor (see Appendix 5, Attachment 1 of the Section 106 Programmatic Agreement).

If during detailed design and/or construction, the Design-Builder introduces design elements, variations, or methodologies that would potentially result in significant environmental impacts that were not previously assessed in the Environmental Impact Statement, or if new information or circumstances relevant to environmental concerns and bearing on the proposed action or its impacts are identified, then the Design-Builder shall notify NYSDOT and provide NYSDOT with all documentation needed to receive FHWA approval prior to proceeding with construction.

If the Design-Builder determines the need to occupy property in a location not previously considered as part of the Section 106 process, it shall be the responsibility of the Design-Builder to conduct appropriate cultural resource studies and investigations for that property.

The cost associated with compliance with the Programmatic Agreement, including all work stoppages up to 1 hour in duration due to the discovery of potential cultural material, shall be included in the Design-Builder's Cost Proposal. Work stoppages in excess of 1 hour duration will be considered a delay and will be addressed in accordance with Section DB 108-04. If equipment or work is required to facilitate an extended work stoppage or additional exploration, beyond that which is required to perform the contract work, force account records shall be kept and payment will be through the Extra Work Item.

7.3.2.2 Air Quality

- A) All nonroad construction equipment in the Project shall meet the Tier 4 emissions standard, where appropriate and to the extent practicable.
- B) Design-Builder shall use solar powered digital signs, including arrow panels and portable variable message signs when reasonable.
- C) The Design Builder shall implement an outdoor ambient air quality monitoring program during construction that will be overseen by NYSDOT. The program shall identify the locations and durations of air quality monitoring and protocols to address any exceedances of National Ambient Air Quality Standards, should they be observed.

7.3.2.3 Noise

- A) The Design-Builder shall develop a noise and vibration monitoring program for approval by the Department and shall implement the plan during construction.
- B) The Design-Builder shall coordinate work operation to coincide with time periods that would least affect neighboring residences and businesses. Normal work hours shall be scheduled between 6:00 a.m. and 9:00 p.m. Nighttime, Saturday morning, and Sunday construction

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Project Manager who shall additionally invite representatives from the Regional Design Office and the Regional Right of Way Office. The Design-Builder shall present its detailed design solutions to the Department and the Department will confirm that their solution does not introduce additional impacts to adjacent property owners compared to the Indicative design and plans included in Part 6. If additional impacts to adjacent property owners result from the Design-Builder's solution, the Department's appraisal staff will reassess if any additional funds are due the property owners to ensure just compensation.

10.2.5 Status of ROW Acquisitions and Progression of Work

Refer to Table 10-1 for information regarding the availability of certain ROW parcels. Acquisition plans are included in Part 7 – Engineering Data.

The Design-Builder shall not enter any of the listed properties without written notification by the Department that the required ROW has been obtained and is available for use.

Table 10-1 – Status of ROW Acquisitions

Map	Relocation	Acquisition Type	Owner(s)	Available*
81-4300	No	FEE W/OA	Antonio Crisafulli	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4400	No	FEE W/OA	Jerilee M. Stevens	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4401	No	FEE W/OA	Danielle L. Sugrue and Nicholas Surgue	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4402	No	FEE W/OA	Gary J. Radford and Phyllis A. Kurtz	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4403	No	FEE W/OA	Marc A Vandewalker, Devera A. Bowhall	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4404	No	FEE	Margaret L. Maloney, Mary E. Maloney and Thomas M. Maloney	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4406	No	PE	Carlene A. Maloney	<u>July 12, 2022</u> <u>8/1/2022</u>
81-4380- BED	No	Bed	Bed of Road- Myers Road	<u>July 12, 2022</u> <u>8/1/2022</u>

* Anticipated date of availability to the Design-Builder

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Modified Substructure ^{2, 5}	Shall satisfy <i>Either Specification</i> (future wearing surface excluded)	
New Substructure ^{2, 5}	<i>Specification Required</i> and shall not control the Load Rating	Prohibited

Notes:

1. New members of a widened and/or rehabilitated superstructure shall not control the load rating of the superstructure.
2. For widened and/or rehabilitated superstructures requiring additional substructure (additional substructure width, height, or both), any additional substructure that is structurally connected to the existing substructure shall be considered 'Modified Substructure'. When the additional substructure is not structurally connected to the existing substructure, it shall be considered 'New Substructure'.
3. ***Specification Required*** indicates that the component shall meet the design specification.
4. When only a ***Rating Factor*** is provided, the component shall satisfy the ***Rating Factor*** requirement indicated but does not need to meet the design specification.
5. Steel substructure elements must have a rating factor equal to or greater than the rating factor required for the superstructure.
6. All bracing members (diaphragms, cross-frames, bottom laterals, etc.) and their connections shall not control the design or load rating.

The requirement to perform a seismic analysis is waived for all widened and rehabilitated superstructures and substructures. All other seismic provisions, including seismic detailing, shall apply to new and/or modified portions of existing substructures. If necessary, existing substructures shall be modified to meet the minimum support length requirements of the NYSDOT LRFD Bridge Design Specifications or restrainers shall be installed.

There is no requirement to perform a fatigue analysis or fatigue retrofits on ~~existing widened and/or rehabilitated~~ spans.

All stages of construction must be analyzed and shown to be safe for legal loads as defined in EI 20-026. Load restrictions are not permitted.

All buried concrete frame and arch culverts (three-sided) shall be designed for both pin-pin and pin-roller support conditions.

14.3.1 Components

The use of any details that deviate from the NYSDOT Bridge Detail (BD) Sheets or NYSDOT Standard Sheets require an approved ATC or RDE.

- A) Barriers, Railings and Pedestrian Fencing: Temporary traffic barriers shall meet, as a minimum, the testing requirements of TL-3. Permanent traffic barriers shall meet, as a minimum, the testing requirements of TL-5 or as specified in the Directive Notes. The testing requirements specified shall apply to all permanent traffic barriers that are mounted on bridge decks, approach slabs, moment slabs, wingwalls, and retaining walls.

Permanent concrete barriers and steel bridge railings shall not be mounted directly onto U-wingwalls or retaining walls. When concrete barriers and steel bridge railings are needed above a U-wingwall or retaining wall, they shall be mounted on approach slabs in accordance with the "Single Slope Barrier on Approach Slab at U-Wingwall Details" provided in Part 7, Engineering Data or mounted on moment slabs.

All permanent barriers shall be protectively sealed.

Refer to Section 14.3.2 for aesthetic requirements related to bridge parapet walls, bridge railing, and fencing, if any.

- a. New I-81, between RM 481I 3301 2078 and RM 81I 3303 3066
 - b. New BL 81, between existing ~~RM 81I-3303-2011 – RM 81I-3303-2060, RM 81I-3303-2160 – RM 81-3303-2168, RM 81I-3303-3200 – RM 81I-3303-3204 and RM 81I-3303-3004 – RM 81I-3303-3066~~41
 - c. Existing NY 481, between RM 481 3301 1000 and RM 481 3301 100494
 - d. All ramps along existing I-81 and I-481 within the limits noted above.
- D) Provide signing, traffic signals and pavement markings for bicycle and pedestrian facilities within the Project Limits, where applicable;
 - E) Locate signs in accordance with the National MUTCD and the NYS supplement to the National MUTCD. Design overhead sign structures in accordance with the NYSDOT Overhead Sign Structures Design Manual;
 - F) As applicable, and within the limits noted above, all existing I-81 shields shall be replaced with BL 81 shields, all I-481 shields shall be replaced with I-81 shields;
 - G) All exit numbers on existing signs, within the limited notes above, will provide the new mileage based exit number as well as the former exit number as indicated in the Part 6 – RFP Plans, Directive Plans;
 - H) Design-Builder shall maintain the I-81 and I-481 shields so they are visible until the Department directs they can be changed, which will occur when the routes are officially designated and de-designated. At that time, the route panels with the new designations may be visible;
 - I) All reference markers along the highway segments noted above will be replaced in accordance with the NYSDOT Reference Marker Manual. Reference markers shall have a 7 ft mounting height;
 - J) Provide signs with high reflectivity with Type IX sheeting such as to not warrant sign lighting;
 - K) Design-Builder shall replace all interstate shields for I-81 and I-481 with BL 81 and (new) I-81 within 1 mile of interchanges; and
 - L) Provide municipal boundary signs along existing I-481 corridor.

16.3.2 Construction Requirements

16.3.2.1 Signs

The Design-Builder shall not reuse any existing NYSDOT sign materials as part of the permanent signing installation and shall be responsible for the disposal of all signing materials and structures that are removed from the Project. Standard signs owned by municipalities other than NYSDOT, and non-standard signs owned by private entities but placed within NYSDOT right-of-way, with the acceptance of the Department, shall be removed, stored and reinstalled as required.

The Design-Builder shall be responsible for the provision of all signs, posts, frames and other structural components required for the installation and support of the sign panels.

19.3.2 Work Zone Traffic Control Plan

The Design-Builder shall prepare and submit a WZTC Plan for managing traffic operations and controlling access until Project Completion. A WZTC Plan must be submitted in advance of any work that restricts the roadway cross section and includes durations and traffic pattern changes that will exceed 10 hours in any 24-hour period.

The WZTC Plan shall be submitted to the Department's Design Quality Assurance Engineer a minimum of two weeks prior to initiation of any Work requiring a lane closure or the implementation of any change in traffic patterns.

The WZTC Plan shall include:

- A) Contingency plans for reasonable unforeseen interruptions;
- B) Duration of each WZTC stage, including duration of lane closure(s), if any;
- C) Provisions for maintaining pedestrian traffic through the Project area at all times at all locations where pedestrian access through the Project area currently exists, if applicable.
- D) Use of temporary signals for WZTC staging and/or phasing shall be provided in the WZTC plans (IE: signal plan, operation, timing, phasing, detection, etc.).
- E) There shall be a 1 foot minimum offset from the roadway edge line to TCB or other barriers.
- F) The following restrictions shall apply during the snow and ice season, November 1 to April 15.
 - a. Freeways (I-81, I-481, NY-481, BL 81): The minimum lane width shall be 11 feet. The shoulder width shall be a minimum of 6 feet or match existing condition whichever is less, at each and every point along the project. The shoulder width on structures shall be a minimum of 4 feet in width or match the existing width, whichever is less.
 - b. Ramps: All ramps shall be open with the same number of turn lanes as existing. The minimum lane width shall be 11 feet. The shoulder width shall be a minimum of 6 feet or match existing condition, whichever is less, at each and every point along the project.
 - c. Local Roads (except South Bay Road): All lanes shall be open. The minimum lane width shall be 10 feet. The shoulder width shall be a minimum of 6 feet or match existing condition, whichever is less, at each and every point along the project.

The Design-Builder shall notify local officials and affected police jurisdictions to facilitate safe and effective enforcement. The WZTC Plan shall recognize the need for approval of the use of local public roads, if applicable.

The Design-Builder shall be responsible for updating the WZTC Plan as necessary throughout the Contract, so that at all times the current traffic control on site is representative of the design drawings that have been accepted by NYSDOT.

19.3.3 General Restrictions

There shall be no temporary lane/shoulder closures on roadway facilities owned and/or maintained by NYSDOT on the major holidays listed below.

- Design Speed: **50 MPH**
- Minimum Required Lane widths and number of lanes: 12 ft. wide minimum travel lanes with 2 through lanes total
- Minimum shoulder widths: 86 ft. wide minimum.

Thompson Road

- Design Speed: **40 MPH**
- Minimum Required Lane widths and number of lanes: 11 ft. wide minimum travel lanes with 2 through lanes total
- Minimum shoulder widths: 8 ft. wide minimum.
- Snow Storage: 6 ft. width from edge of pavement to face of Abutment.

Totman Road

- Design Speed: **35 MPH**
- Minimum Required Lane widths and number of lanes: 12 ft. wide minimum travel lanes with 2 through lanes total
- Minimum shoulder widths: 2 ft. wide minimum.
- Snow Storage: 6 ft. width from edge of pavement to face of Abutment.

Other design requirements shall be as stipulated in the NYSDOT Highway Design Manual.

22.3.3 Guide Railing, Barrier Systems and Impact Attenuators

The Design-Builder shall remove and dispose of all existing guide railing, barrier systems and/or impact attenuators ~~within the Project limits~~, and replace with new guide railing, barrier systems and/or impact attenuators to current NYSDOT Standards within the following limits:-

A) Adjacent to roadway areas requiring widening, reconstruction ,or resurfacing.

B) Adjacent to roadway areas where noise barriers are constructed.

The Design-Builder shall install guiderail at sign locations which require guiderail in accordance with Department standards.

Any guide railing and barrier systems removed due to the MPT scheme shall be replaced with a new system and new materials.

The limits of work for new roadside and new median barrier shall be the lesser of the following:

- 1) The point where barrier is no longer warranted; or
- 2) A point where the proposed barrier can be transitioned to an existing barrier system which conforms to current standards.

All existing guide railing, barrier systems and/or impact attenuators that are removed shall become property of the Design-Builder.

Median Barriers shall be installed on existing I-481 and existing I-81 (future I-81 and BL-81)~~the interstate~~ for any traversable median less than 72 feet. ~~and~~The new barriers shall be located adjacent to the shoulder

As noted in the Non-Standard Feature Justification, I81SB (existing) to I81 (former I481) shall have guiderail that will not cause sight line restrictions, as well as meet all other requirements as noted in other parts of this RFP.

22.3.4 Clear zone

The Design–Builder shall clearly show the “clear zone” on the final record plans. The clear zone shall comply with NYSDOT Highway Design Manual (HDM).

22.4 DESIGN EXCEPTIONS AND NON-STANDARD FEATURES

It is the responsibility of the Design-BUILDER, in coordination with the Department, to obtain approval of any non-standard features included in the final design. Non-standard features that have previously been approved in the Design Approval Document, and are included in Part 7 Engineering Data, do not need to be submitted for approval. The approved non-standard value shall be adhered to.

SECTION 26 NOISE BARRIERS

26.1 GENERAL

The Design-Builder shall design and construct noise barriers at the locations and limits shown in Part 6 – RFP Plans, Directive Plans and in accordance with Project Requirements. Noise barriers shall be installed at-grade or on top of new retaining walls. Refer to Noise Barrier and Retaining Wall Elevations in Part 6 – RFP Plans, Directive Plans for additional information.

Noise barriers shall consist of both precast and transparent acrylic sections.

26.2 DESIGN REQUIREMENTS

Reinforced acrylic noise barrier panels shall be used for Noise Barriers 16A, 16B and when mounted to a bridge barrier. All other noise barriers shall be precast concrete noise barrier panels.

Reinforced acrylic noise barrier sections located on bridges shall be in accordance with Item 643.92000007 – Acrylite Soundstop TL-4 Noise Barrier System.

Precast concrete noise barrier sections shall be in accordance with Item 643.99010004 – Precast Concrete Noise Barrier System.

Noise Barrier 16A and 16B shall be in accordance with Part 5, SP-18 and with the details shown in Part 6 - Directive Plans, and Their foundations shall be in accordance with Item 643.99010004 – Precast Concrete Noise Barrier.

Concrete noise barriers shall be designed in accordance with the NYSDOT LRFD Bridge Design Specifications ~~in lieu of the design requirements specified in NYSDOT Special Specification Item 643.99010004.~~ They shall be in accordance with the design details shown in Part 6 – RFP Plans, Directive Plans. Base plates shall be hot dipped galvanized steel (4 mils). Anchor bolts, nuts, and washers shall be stainless steel. In addition, every anchor bolt shall have a leveling nut under the base plate and tensioning and lock nuts above, resulting in a total of three nuts per anchor bolt. The gap underneath the base plate shall be filled with a Department approved non-shrink grout. The presence of grout, or any other approved material, used to fill the gap underneath the base plate shall be ignored for the design of the anchor bolts. Any gaps or cracks in the installed noise barrier system shall be filled with an acceptable filler material or flashing so that no light can be seen through any part of the noise barrier system except through the transparent panels. Filler material or flashing shall be detailed and installed in a manner that does not trap water inside the wall components or near the base and foundation of the wall. The above requirements in this paragraph shall supersede any conflicting requirements specified in Item 643.99010004 – Precast Concrete Noise Barrier System.

~~Transparent noise wall sections shall consist of transparent acrylic framed panels. Transparent panels shall be colorless. Panel thickness shall be in accordance with project design and manufacturer's requirements. Transparent Noise walls shall be in accordance with the details shown in Part 6 RFP Plans, Directive Plans.~~ For locations where proposed noise walls must be installed over utilities refer to the sample utility grade beam detail included in RFP Part 6 – RFP Plans as well as additional requirements for clearances in Part 4 – Utility Requirements.

~~Transparent noise barriers shall be designed in accordance with the details shown in Part 6 – RFP Plans, Directive Plans, specification for Item 643. 920000007, and Part 5, SP-18 for Noise Barriers 16A and 16B.~~

The Design-Builder is alerted to the sample architectural wall elevation for both precast concrete and reinforced acrylic noise barriers included in Part 6 – RFP Plans. The intent of these drawings is to provide an example to the Design-Builder of the aesthetic pattern, uniformity and consistency that the Department is looking for in regards to the design of the noise barriers. ~~Also refer to paragraph 1.2.9. The Design-Builder shall make every effort possible to have the horizontal members of the frames supporting the transparent noise walls line up uniformly, including at~~

~~locations where it may become necessary to step the precast portion of the noise barrier due to changes in grade and/or stepping of retaining walls due to changes in elevation.~~

The Design of the noise barriers and foundations shall include the applicable loads from the NYSDOT LRFD Bridge Design Specifications including, at a minimum, wind, seismic, and lateral loading from unbalanced soil loads. The design of the connection of the post to the shaft foundation shall include loads due to prying effect.

The Design-Builder shall design shaft foundations for the noise barrier posts in accordance with the NYSDOT LRFD Bridge Design Specifications and Project Requirements. The top elevation of the shaft foundation shall be set such that the base plate and anchor bolts are located above the finished ground line. The minimum shaft diameter shall satisfy the following requirements:

1. Minimum distance from edge of baseplate to edge of shaft foundation concrete shall be 3".
2. Minimum distance from centerline of anchor bolt to edge of shaft foundation concrete shall be 8".
3. Anchor bolts shall be located inside of the shaft reinforcement cage.

Existing noise barriers shall be removed as noted in Part 6 – ~~RFP Plans~~, Directive Plans.

26.2.1 Noise Analysis

The Design-Builder shall be responsible for complying with the following requirements for the Final Traffic Noise Analysis.

All proposers must provide the following with their technical proposal:

The Proposer must provide a noise abatement justification memo with their bid. The noise abatement justification memo shall include:

1. A statement indicating any significant proposed Design-Builder changes to Recommended Noise Barriers, and any significant proposed Design-Builder changes to the preferred alternative roadways. Significant proposed changes are defined as:
 - a. Changes in the plan location of Recommended Noise Barriers that differ by more than 10 feet from the Part 6 – RFP Plans, Directive Drawings at any point along their plan alignment.
 - b. Changes to the existing ground elevations along the noise barrier alignments by more than 6 inches.
 - c. Changes in horizontal roadway alignments of up to 10 feet from the directive drawings at any point along the alignment.
 - d. Changes in vertical roadway alignments of up to 6 inches from the Indicative drawings at any point along the alignment.
2. A statement that median or edge of shoulder concrete barriers if added to the project, will not be included as noise abatement measures.

26.2.2 Height Requirements

Height requirements for the precast concrete noise barrier sections are as follows:

- Minimum top of wall elevations shall be as shown on the Directive Noise Barrier Profile drawings and Noise Barrier Detail drawings in Part 6 – ~~Directive~~RFP Plans.

The bottom of the concrete noise barrier panels shall be a minimum of 6 inches below the finished grade. Where isolated low points are present on the existing ground, fill material may be used to reduce the post and panel height if approved by the Department's Design Quality Assurance Engineer (DQAE). Where noise barriers are mounted on flat grades, the Design-Builder shall grade finished ground to drain away from noise barrier on both sides of the noise barrier. All disturbed areas shall be restored in accordance with Project Requirements.

All precast noise barrier sections shall either be a single panel ~~or stacked panels~~. Transparent panels shall ~~meet the requirements shown in Part 5, SP-18 and Part 6 – Directive Plans have a minimum height of 4'-0" and a maximum height of 6'-8". When more than one panel is needed, the transparent panels can be divided in height so that all panels are equal height, or the maximum height can be used.~~

The Design-Builder shall conduct operations and take necessary precautions to prevent interference or damage to existing utilities during construction of noise barriers.

The Design-Builder shall take the proper precautions to avoid any man-made obstacles. In the event the edge of a noise barrier foundation is less than the required horizontal clearance to an existing or proposed utility, the Design-Builder may use a grade beam to cross the utilities such that the distance between the utility and edge of foundation meets the required clearance. Refer to RFP Part 4 – Utility Requirements for additional information.

26.2.3 Geometric Requirements

The begin and end stations for the noise barriers, as shown on the Directive Alignment Plans in Part 6 - RFP Plans, shall represent the minimum length of the walls. The elevations of the top of the noise barriers are shown in Part 6 – RFP Plans, Directive Drawings. The Design-Builder shall be responsible for confirming and refining wall heights based on the Design-Builder's final noise model. Wall heights shall not be shortened.

The top of the noise barrier shall be perpendicular to the posts. Top of noise barrier elevations shall be in accordance with the Directive Noise Barrier Elevations included in Part 6 – RFP Plans. The elevations on these drawings shall be considered minimum values.

Noise barriers with grade differences between the north and south ends shall be gradually stepped such that the top elevation of the noise barrier is constant for the greatest extent possible. The top of the noise barrier shall step up or down a maximum of 2'-0". The Design-Builder shall ensure that the noise barriers do not restrict the horizontal stopping sign distance for vehicular traffic. Design speeds utilized to determine the horizontal stopping sign distances may vary along the length of the noise barriers based on the existing and/or proposed mainline, service road, and/or ramp geometry and anticipated acceleration and/or deceleration speeds traversing the ramps.

be closed only when there is active construction or construction impacts to the trail. Closure of the path will not be permitted between May and November. The path may be reduced to a width of 5 feet for a maximum length of 200 feet, provided the work zone is separated from the path by pedestrian fencing. Any damage to the path shall be repaired by the Design-Builder.

26.2.9 Noise Barrier Color

The Design-Builder shall provide color sample mock ups for NYSDOT final color selection after contract award. Each color sample mock up shall include the full range of textures to be utilized on the noise barrier panels. The concrete posts and caps shall not be colored. Minimum size of prepared sample mock up (s) shall be 2' x 2'. Provide the following sample color mock ups for NYSDOT consideration:

Federal Standard Color: 26559

Federal Standard Color: 27722

Federal Standard Color: 36586

Federal Standard Color: 36595

26.3 DELIVERABLES

Deliverables shall be as stated elsewhere in the RFP documents.

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A-2 UTILITY INVENTORY

The types, sizes and approximate locations of utilities present in the immediate Project area are described below.

A-2.1 Telecommunications

A-2.1.1 Verizon of New York Inc.

Verizon existing aerial facilities are in the following locations:

- Verizon's aerial telephone is located going across I-81 on the north side of South Bay Road bridge.

Verizon underground telephone is located in the following locations:

- Under I-481 at Thompson Road
- Under I-481 at Totman Road
- Under I-81 at Church Street
- Along Myers Road
- Under I-81 approximately ± 1000 ft south of Church Street
- 28 Feet north of the NYS Thruway WB edge of travel lane. This is located where I-481 crosses the NYS Thruway.

A-2.1.2 Charter Communications

Aerial cable TV lines are located in the following areas:

- I-81 crossing, approx. ~~± 1390~~ ± 1800 feet north of South Bay Bridge near Sutton Drive
- I-81 - on north side of South Bay Bridge over I-81

Underground cable TV lines are located in the following locations:

- Thompson Rd (west side) under I-481
- Totman Rd (east side) under I-481
- Church St (south side) under I-81

A-2.1.3 Elantic

- Aerial fiberoptic crosses I-81 SB at Station \pm HB 161+15.
- Underground fiber optic shown in Part 6, RFP Plans GP-11 through GP-17

- Gas line located 41 feet south of the South Bay Bridge centerline crossing I-81 Northbound and Southbound
- Crossing BL-81 on the South Side of the South Bay Road Bridge
- Crossing BL-81 on the South Side of the Church Street Bridge
- Crossing BL-81 at Station HB ±187+60

A-2.4 Other Utilities

A-2.4.1 Onondaga County Water and Environment Protection (OCWEP)

- Located at various areas throughout Interstate 481 near the northern interchange
- Located south of the South Bay Road intersection with I-481

A-2.4.2 Buckeye Pipeline

- Located approximately 96 feet north of the NYS Thruway WB centerline. This is located where I-481 crosses the NYS Thruway.

A-2.5 Utility Service Connections

List any utility services / connections of concern.

A-3 UTILITY RELOCATIONS BY OTHERS

The Design-Builder shall be aware that all time frames for utility relocation work presented in this section are approximate and are predicated on the assumption of a single relocation to the new, permanent utility locations. Should the Design-Builder's design, means and methods require interim utility relocations, the Design-Builder shall be responsible for coordinating with the affected utilities to determine the time frames required for any and all interim relocations.

A-3.1 Telecommunications

A-3.1.1 Verizon of New York

No utility relocations anticipated.

A-3.1.2 Charter Communications

No utility relocations anticipated-Charter will relocate their aerial cable TV lines crossing I-81 located ±1325 feet north of South Bay Road and make these lines underground by boring under I-81 NB and SB and installing conduit and communications lines in the conduit. The lines will be spliced into their existing facilities on both side of I-81. This work is being done because of inadequate vertical clearance between the existing aerial cable TV lines and the proposed noise wall. It will take Charter 1 week to complete this work. This work will be completed by December 31, 2022.

A-3.1.3 First Light

No utility relocations anticipated.

A-4.2 Electric

A-4.2.1 National Grid

No utility relocation work anticipated.

A-4.3 Natural Gas

A-4.3.1 National Grid

No utility relocation work anticipated.

A-4.4 Other Utilities

A-4.4.1 First Light

No utility relocations anticipated.

A-4.4.2 Crown Castle

No utility relocations anticipated.

A-4.4.3 Elantic

No utility relocations anticipated.

A-4.4.3A-4.4 Onondaga County Water and Environment Protection

The Design-Builder shall relocate two (2) segments of sanitary sewer in the vicinity of the proposed I-81 bridges over Mud Creek, as shown on the Directive Plans in Part 6 and as follows:

1. In accordance with the Owner Requirements in RFP Part 7.
2. The top of the relocated sewer pipe to be a minimum of 3 feet below the Mud Creek channel invert.
3. New manholes to be placed outside the ordinary stream channel limits. Covers for new manholes located within the floodplain to be watertight and the rim elevations to be set 2 feet above the 100-year flood elevation.
4. New manholes shall not be located between the northbound and southbound I-81 mainlines. Maximum distance between manholes is 500 feet and maximum direction change at manholes to be 45 degrees.
5. Segments of existing sanitary sewer to be abandoned in place are to be completely filled with sand or flowable fill.
6. Existing manholes to be abandoned shall either be completely removed, or cut off 4 feet below finished ground elevation and filled with flowable fill.
7. Existing sewer pipe is asbestos cement pipe and all pipe disturbed as part of the work shall be properly removed and disposed of.

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New and replacement bridges with link slabs shall be designed in accordance with the NYSDOT LRFD Bridge Design Specifications, NYSDOT Bridge Manual, and Sections ~~4811.1~~, ~~4811.1.1~~, and this section of this special provision. A contiguous segment that is comprised of both new and/or replacement substructure(s) and existing substructures shall be considered a replacement bridge.

For the design of foundations, substructures, and bearings horizontal force effects shall be determined by using either the relative stiffness or simplified distribution methods defined below.

Relative Stiffness Method

Structural models shall be used to determine the distribution of applied horizontal forces to the substructures and bearings based on the relative stiffness of all participating structural components. At a minimum, models shall include the multi-directional stiffness of the superstructure, bearings, and substructures. Each component's assumed stiffnesses need to be considered such that the controlling force effects are generated at each substructure. In order to meet this requirement multiple structural models are typically needed to envelope variations in component stiffnesses. Given the complexities of performing a structural analysis where an individual component's stiffness alters the distribution of forces, combined with the need to vary stiffness assumptions, the relative stiffness method often lends itself to the use of structural modeling software.

Simplified Distribution Method

Assume that all applied horizontal forces, except for friction and uniform temperature, act on the fixed support. The horizontal forces acting on expansion supports shall be computed using the tributary length of the superstructure, except for friction and uniform temperature. Forces due to friction and uniform temperature shall be calculated under the assumption that the fixed support, and its bearings, are infinitely stiff while using stiffness assumptions at expansion supports that produce the controlling force effects at each substructure. The simplified distribution method shall not be used when multiple substructures within a contiguous segment have fixed bearings.

All forces due to external restraints, such as friction of sliding approach slabs and soil pressure acting on nonconventional abutments, shall be included when determining the thermal forces acting on the substructures. Forces due to external restraints shall be ignored when determining all the other forces acting on the substructures.

Reinforced concrete columns, solid pier stems, and abutment stems shall be modeled using partially cracked section properties that are assumed to be equal to one-half the uncracked transformed section. The load factor for uniform temperature (TU) shall be taken as 1.0 for all the Strength and Service load combinations.

All seismic provisions for new and replacement bridges shall apply and bearing pins shall not be designed to 'fuse' during a seismic event.

The requirements of NYSDOT LRFD Bridge Design Specifications Article 4.7.4.4 shall apply to all substructures that are located underneath a link slab. The length (L) in equation 4.7.4.4-1 shall be taken as the distance from the centerline of the support, for which the support length is being computed, to the furthest expansion joint or jointless abutment of the contiguous segment.

11.3 EXISTING BRIDGES

ISO 14001:2004 & RC 14001 – Environmental Management System and Responsible Care (Certification)

3. MATERIALS

The noise barrier shall be a rigid monolithic sheet and comply with all requirements of this specification.

Stacked panels are not allowed unless panel height is greater than 16.4 ft. The aesthetic depiction of the wall shown on the plans shall be maintained. Post spacing may be greater than shown on the plans as long as stacked panels are not used.

The structural components of the system shall be designed in accordance with AASHTO NYSDOT LRFD Bridge Design Specifications ~~9th Edition (2020)~~.

Manufacturers must have certifications to ISO 9001, ISO14001 and RC 14001.

Manufacturers must have a minimum 10-year history of producing transparent noise barrier assemblies for highway noise barriers. Evidence of long-term performance consisting of performance statement letters or personnel for contact shall be furnished upon request.

Product: ACRYLITE SOUNDSTOP GS CC Noise Barrier Sheet or approved equal.

Shop drawings shall be provided by the supplier, detailing all relevant aspects of sheet installation, and connection details, and stamped by a professional engineer registered in the State of New York.

All details of the Transparent Noise Barrier Wall will be detailed on shop drawings and submitted to the Design Quality Assurance Engineer for review and acceptance.

Transparent barrier panels shall be colorless with black filaments.

Dimensions of the transparent noise barrier panel shall be specified by the applicable drawings. Unless otherwise specified, the tolerance on length and width dimensions shall be -0, +0.25".

The transparent noise barrier shall meet the performance requirements of Table 1 when tested in accordance with the associated test method.

TABLE 1. Performance Requirements

PROPERTY	REQUIREMENT	Test Method
Tensile Strength	> 9,250 psi	ASTM D 638
Flexural Modulus	> 445,000 psi	ASTM D 790

SP-19. DOCUMENT CONTROL MANAGEMENT AND REPORTING

Overview

The Design-Builder shall furnish, maintain, manage, and provide licensing for a web-based document control software to prepare, electronically submit, process, comment, and send project documents, including design drawings, shop drawings, requests for information, meeting minutes, CPM schedules, letters, management plans, and other standard NYSDOT Design-Build contract business practices as requested by the Department's Project Manager. The software shall provide a means to report in "real-time" the status of design and construction deliverables and shall utilize ball-in-court capability. The web-based tool shall allow simultaneous access across the project including the Design-Builder, the Department, and any of the Department's oversight team members. User access shall be customized as required by the Design-Build team on a "per project role" basis. The web-based tool shall report, at a minimum, the metrics listed here-in and it shall be the responsibility of the Design-Builder to ensure that the metrics reported to the project team are adequate to provide an accurate picture of the current status of the Project. At a minimum, data reported on the web-based tool shall be updated and presented at weekly progress meetings.

The web-based tool shall provide a means to notify the Project team when design and/or construction deliverables are submitted and shall include a hyperlink directing the User to the respective documents. The software shall timestamp the correspondence, and log the date/time of each submission. Final project documents shall be uploaded to ProjectWise in accordance with RFP, Part 3, Section 2.7 Project Wise.

Reporting Dashboard

The web-based tool shall provide a dashboard style interface which allows simultaneous access across the Project team for clear and concise reporting of Project information. The Dashboard shall report on, but not be limited to, the following items as they relate to design and construction status.

- Design Deliverables Submitted To-Date
- 4-Week Design Deliverable Look Ahead
- 90-Day Design Deliverable Look Ahead
- Status of Design Reviews by the Department
- Status of Released-for-Construction (RFC) Documents
- Status of Notice-of-Design Changes (NDCs)
- Status of Design Requests-for-Information (Design RFIs)
- Status of Design Non-Conformance Reports (Design NCRs)
- Status of Construction Requests-for-Information (Construction RFIs)
- Status of Construction Submittals

• Status of Construction Non-Conformance Reports (Construction NCRs)

Design Review Interface

The web-based tool shall facilitate a means for the Department to provide consultation and written comment, and shall report on the Design Review Status in order for all parties to quickly identify the status of any deliverable at a given time. At the Design Management Workshop, the Design-Builder shall present the proposed workflow to the Department to establish proper distribution of documents and execution of the established workflow.

All costs associated with furnishing, maintaining, and using the software, including user licenses and training for both the Design-Builder and the Department, shall be included in the price bid for Item 800.01000015, *Design Build – Design Services*.

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PROJECT MANAGER H. LINGAR

CHECK

DRAFTING

CHECK

DESIGN

JOB MANAGER

DESIGN SUPERVISOR

CONTRACT 1

DIRECTIVE KEY PLANS

SHEET TITLE	DRAWING NUMBER
I-481 NORTHERN INTERCHANGE	KY-01
BUSINESS LOOP 81 NOISE BARRIER	KY-02
I-481 EASTERN CORRIDOR	KY-03

DIRECTIVE ALIGNMENT PLANS

SHEET TITLE	DRAWING NUMBER
EXISTING I-481 NORTH INTERCHANGE	AL-01 TO AL-40
EXISTING I-81, EXIT 25 TO EXIT 26	AL-41 TO AL-52
EXISTING I-481, KIRKVILLE ROAD TO I-90	AL-53 TO AL-61

DIRECTIVE DETAILS

SHEET TITLE	DRAWING NUMBER
MISCELLANEOUS DETAILS	DD-1

DIRECTIVE NOISE BARRIER PROFILES

SHEET TITLE	DRAWING NUMBER
NOISE BARRIER 1	NBP-01 TO NBP-09
NOISE BARRIER 2	NBP-10 TO NBP-13
NOISE BARRIER 3A	NBP-14 TO NBP-16
NOISE BARRIER 3B1	NBP-17 TO NBP-20
NOISE BARRIER 3B2	NBP-21 TO NBP-22
NOISE BARRIER 4A	NBP-23 TO NBP-28
NOISE BARRIER 4B	NBP-29 TO NBP-34
NOISE BARRIER 16A	NBP-35 TO NBP-46
NOISE BARRIER 16B	NBP-47 TO NBP-48
NOISE BARRIER WOOD 1 & 2	NBP-49 TO NBP-58
NOISE BARRIER WOOD 3	NBP-59 TO NBP-65
NOISE BARRIER WOOD 4	NBP-66 TO NBP-69

DIRECTIVE NOISE BARRIER DETAILS

SHEET TITLE	DRAWING NUMBER
CONCRETE NOISE BARRIER DETAILS - 1	WD-01
CONCRETE NOISE BARRIER DETAILS - 2	WD-02
CONCRETE NOISE BARRIER DETAILS - 3	WD-03
TRANSPARENT REINFORCED ACRYLIC NOISE BARRIER	WD-04
NOISE BARRIER LANDSCAPE SCREENING DETAILS	WD-05 TO WD-07

DIRECTIVE SIGN PLANS

SHEET TITLE	DRAWING NUMBER
FUTURE BL 81, EXIT 7 TO EXIT 11	SG-01 TO SG-03
FUTURE I-81/BL 81 NORTH INTERCHANGE	SG-04 TO SG-07, SG-11
FUTURE I-81, EXIT 90 TO EXIT 92	SG-08 TO SG-10
SIGNING TABLES	SG-11 TO SG-13

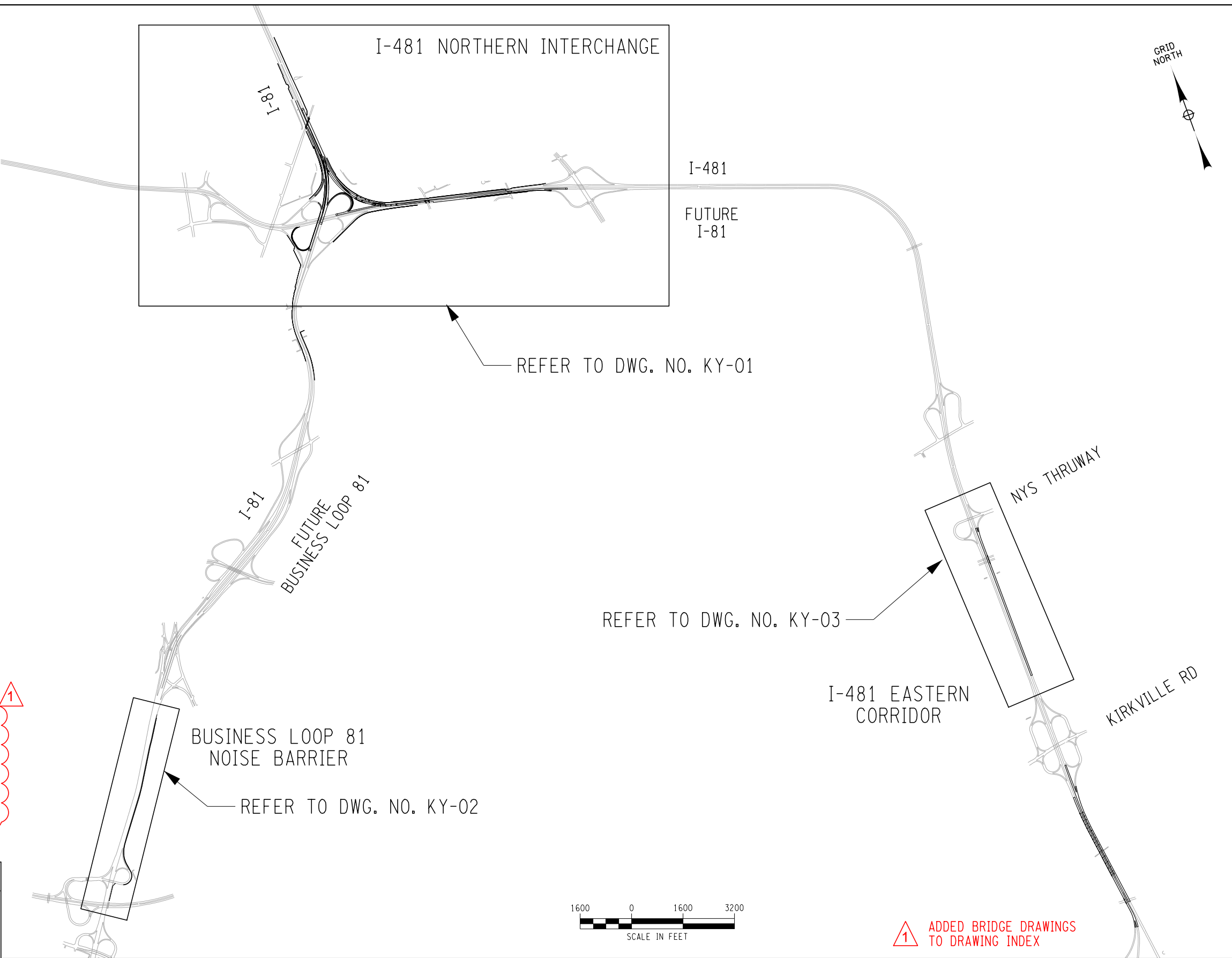
DIRECTIVE BRIDGE PLANS

SHEET TITLE	DRAWING NUMBER
CONCRETE REPAIR LOCATIONS 03	CON - 03
CONCRETE REPAIR LOCATIONS 04	CON - 03
BRIDGE ABUTMENT CONCRETE REPAIR LOCATIONS - 01	ABUT - 01
NB I-81 OVER THOMPSON ROAD STEEL REPAIR LOCATIONS - 01	SR - 01
NB I-81 OVER THOMPSON ROAD STEEL REPAIR LOCATIONS - 02	SR - 02
STEEL REPAIR TABLES	SR - 03

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

I-481 NORTHERN INTERCHANGE



REFER TO DWG. NO. KY-01

REFER TO DWG. NO. KY-03

BUSINESS LOOP 81
NOISE BARRIER

REFER TO DWG. NO. KY-02



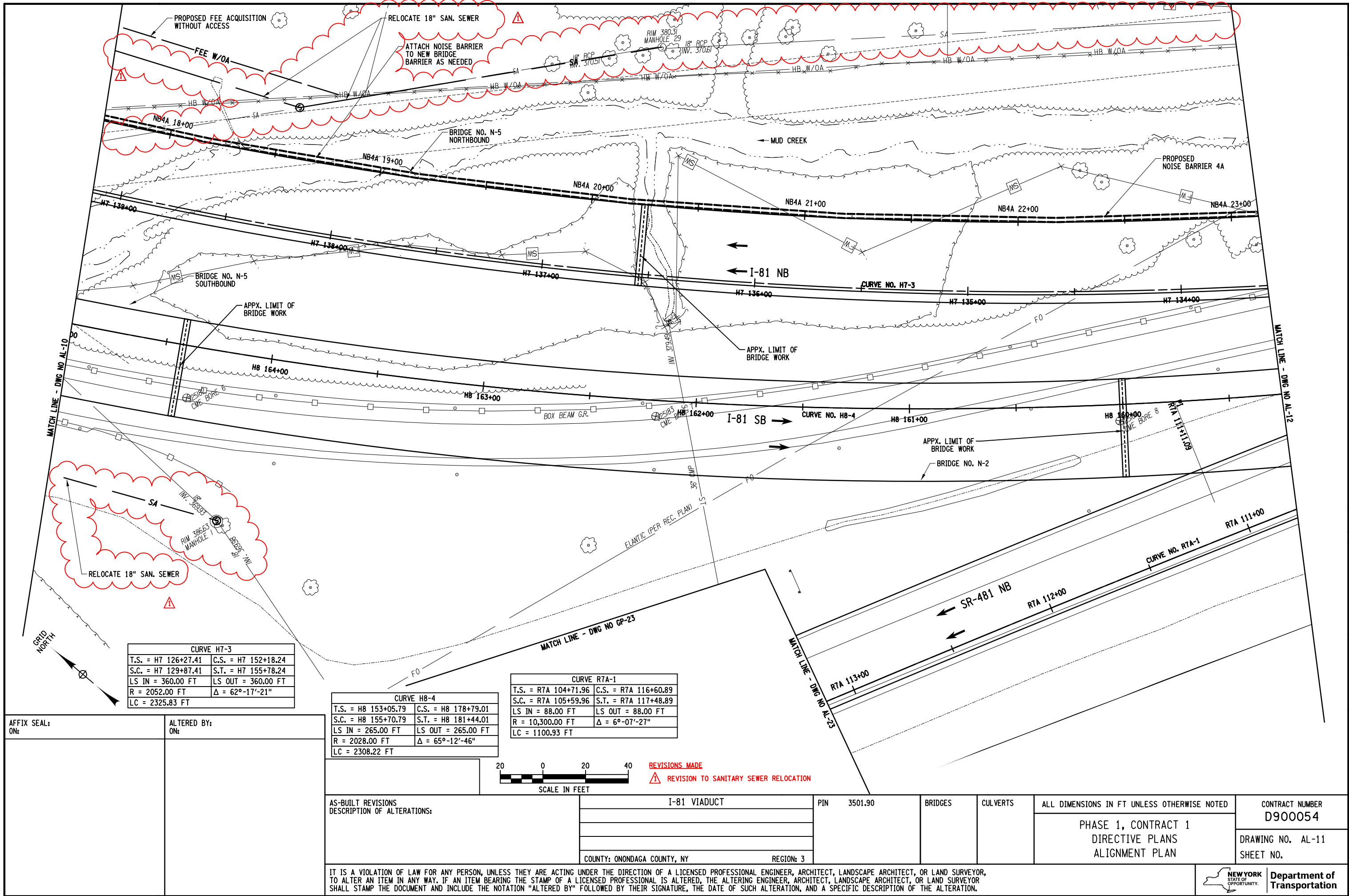
1 ADDED BRIDGE DRAWINGS
TO DRAWING INDEX

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT	PIN 3501.90	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900054
						DIRECTIVE PLANS PROJECT LIMITS OF WORK AND INDEX OF DRAWINGS
	COUNTY: ONONDAGA COUNTY, NY REGION: 3					DRAWING NO. PL-01 SHEET NO.
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.						Department of Transportation



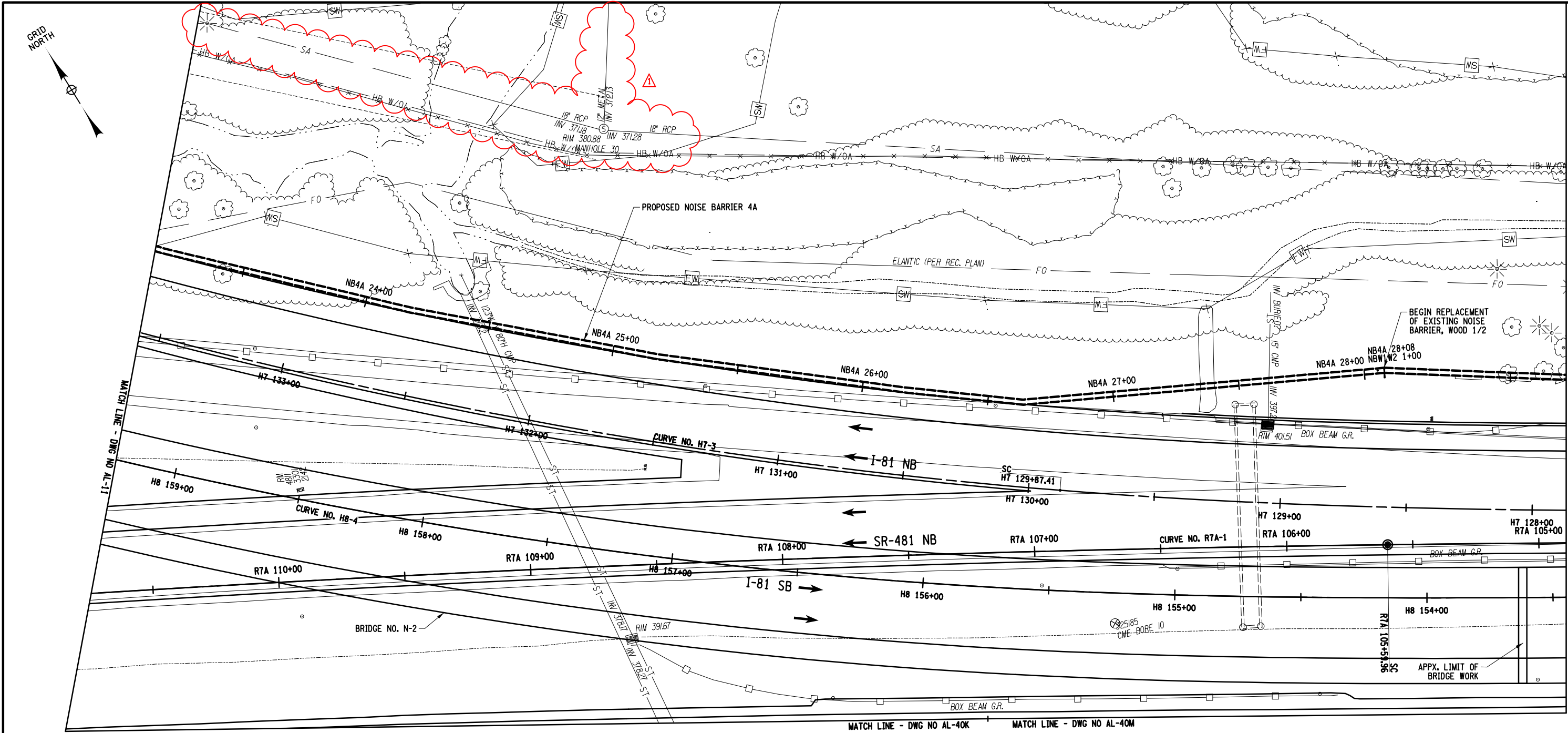
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AFFIX SEAL: ON:	ALTERED BY: ON:

REVISIONS MADE

REVISION TO SANITARY SEWER LOCATION

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

I-81 VIADUCT	PIN 3501.90	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900054
<p>PHASE 1, CONTRACT 1 DIRECTIVE PLANS ALIGNMENT PLAN</p>					DRAWING NO. AL-12 SHEET NO.
					COUNTY: ONONDAGA COUNTY, NY

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SCALE IN FEET

20 0 20 40

CURVE H7-3		CURVE H8-4		CURVE RTA-1	
T.S. = H7 126+27.41	C.S. = H7 152+18.24	T.S. = H8 153+05.79	C.S. = H8 178+79.01	T.S. = RTA 104+71.96	C.S. = RTA 116+60.89
S.C. = H7 129+87.41	S.T. = H7 155+78.24	S.C. = H8 155+70.79	S.T. = H8 181+44.01	S.C. = RTA 105+59.96	S.T. = RTA 117+48.89
LS IN = 360.00 FT	LS OUT = 360.00 FT	LS IN = 265.00 FT	LS OUT = 265.00 FT	LS IN = 88.00 FT	LS OUT = 88.00 FT
R = 2052.00 FT	Δ = 62°-17'-21"	R = 2028.00 FT	Δ = 65°-12'-46"	R = 10,300.00 FT	Δ = 6°-07'-27"
LC = 2325.83 FT		LC = 2308.22 FT		LC = 1100.93 FT	

NEW YORK
STATE OF
OPPORTUNITY


Department of
Transportation



AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT	PIN 3501.90	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900054
					PHASE 1, CONTRACT 1 DIRECTIONAL PLANS CONCRETE NOISE BARRIER DETAILS - 2	DRAWING NO. WD-02
	COUNTY: ONONDAGA COUNTY, NY REGION: 3					SHEET NO.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



NEW YORK
STATE OF
OPPORTUNITY

**Department of
Transportation**

PROJECT MANAGER

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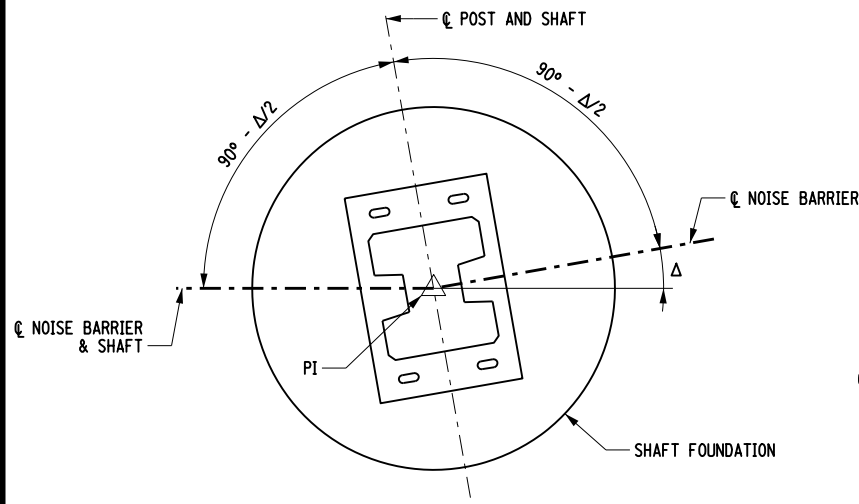
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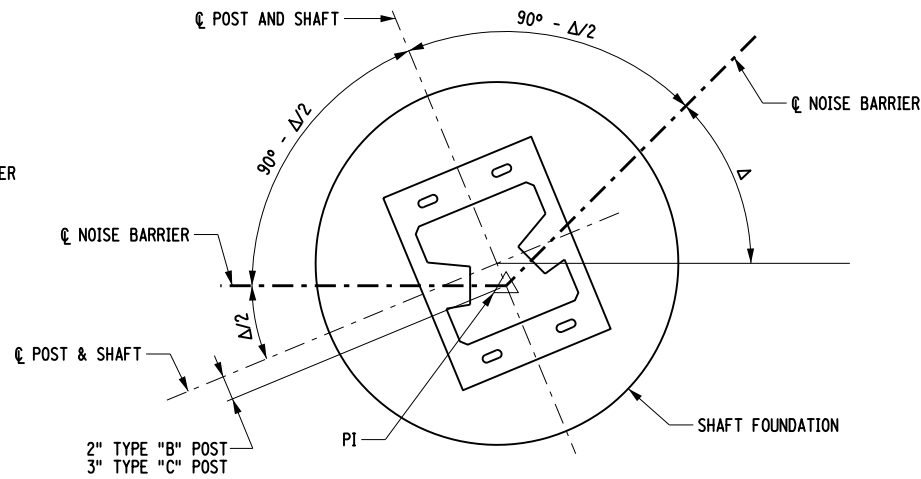
JOB MANAGER

DESIGN SUPERVISOR

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DATE/TIME = 9/17/2022
USER = ScottSc



TYPE "A" POST

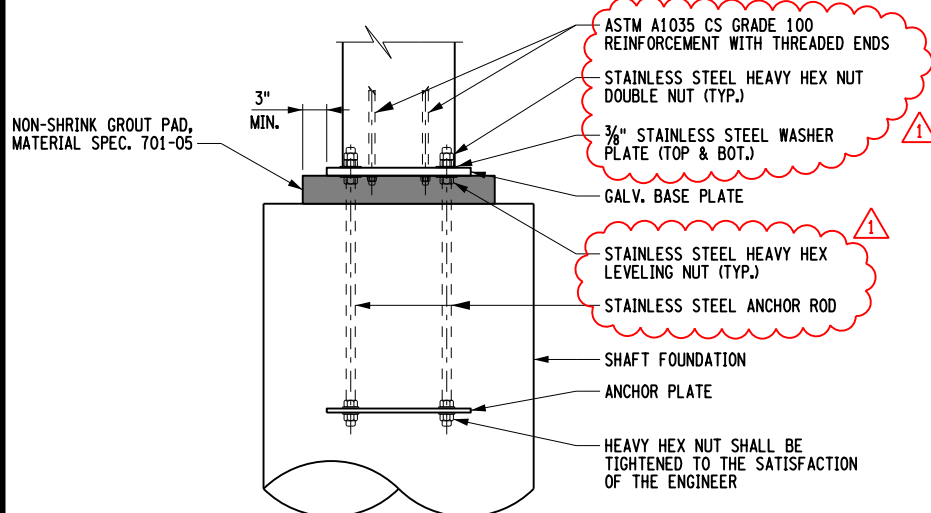


TYPE "B" AND "C" POSTS

NOTE:

- Δ - NOISE BARRIER ALIGNMENT ANGLE CHANGE
- Δ - 15° MAX. FOR TYPE "A" POST
- Δ - 30° ± 7° FOR TYPE "B" POST
- Δ - 45° ± 7° FOR TYPE "C" POST

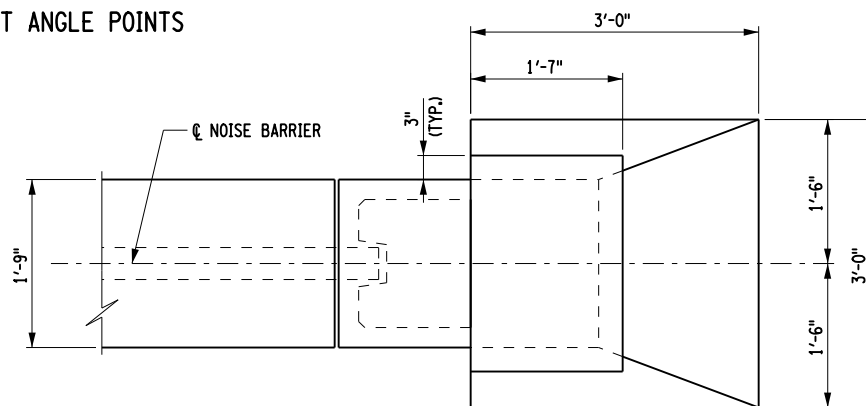
POST AND SHAFT LAYOUT AT ANGLE POINTS



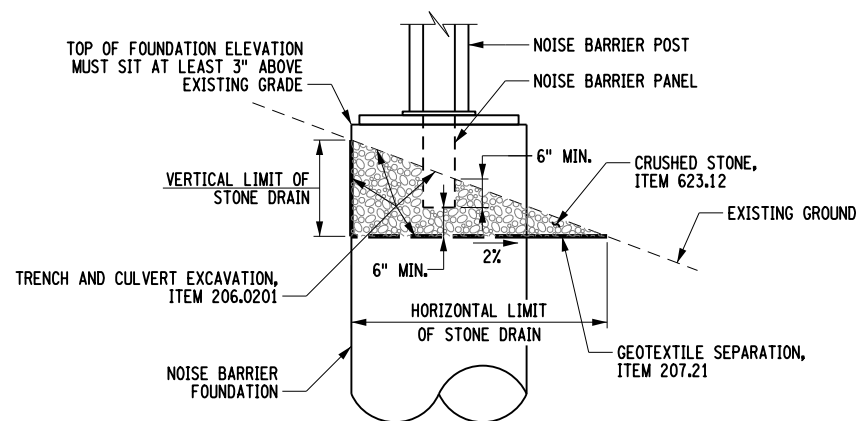
DETAIL A
NOT TO SCALE

NOTES:

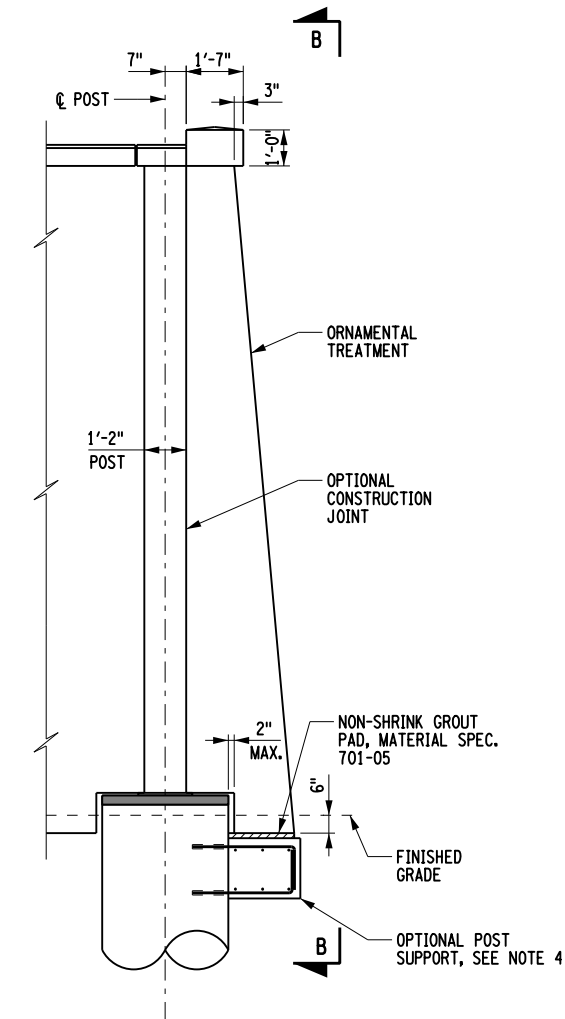
1. THREADS ON REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ANSI B1.1.
2. ALL ANCHOR BOLTS, NUTS, AND WASHERS SHALL BE STAINLESS STEEL (ASTM A193)
3. PLACEMENT OF CONCRETE GROUTING MATERIAL SHALL CONFORM TO SPECIFICATION SECTION 568-3.02.



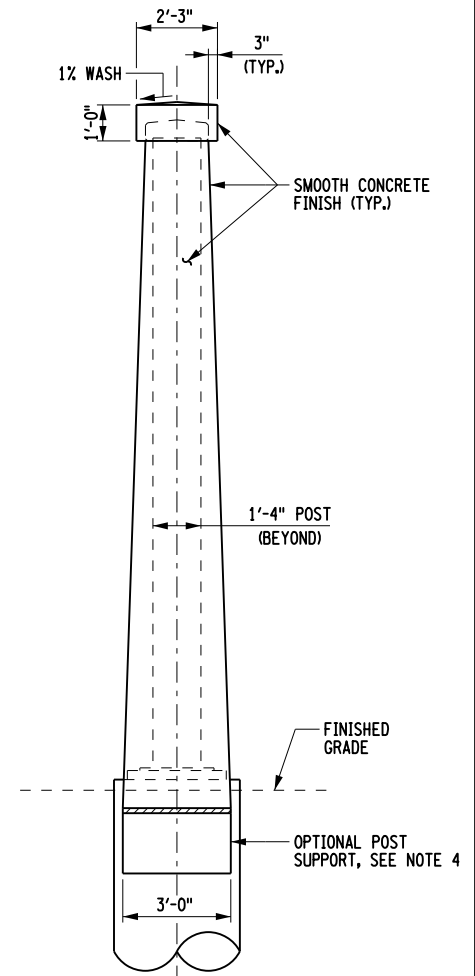
POST TYPE "D" PLAN



NOISE BARRIER STONE DRAIN DETAIL
NOT TO SCALE



POST TYPE "D" ELEVATION



SECTION B-B

NOTES:

1. THE ORNAMENTAL TREATMENT MAY BE CAST INTEGRALLY WITH THE 1'-2"x1'-4" POST OR FABRICATED AS AN INDEPENDENT PIECE ATTACHED TO THE POST AFTER THE POST IS INSTALLED. IF A CONNECTION BETWEEN THE ORNAMENTAL TREATMENT AND THE POST IS PROVIDED, IT SHALL BE VISIBLE AFTER ASSEMBLY.
2. REINFORCEMENT AND CONNECTION DETAILS SHALL BE INCLUDED IN THE DESIGN AND SHOP DRAWING SUBMITTAL FOR PRECAST CONCRETE NOISE BARRIER SYSTEM.
3. REINFORCEMENT DESIGN SHALL SATISFY THE SHRINKAGE AND TEMPERATURE REINFORCEMENT REQUIREMENTS OF LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 5.10.8 AND ALL OTHER APPLICABLE REQUIREMENTS.
4. PROVIDE DIELECTRIC ISOLATION MEASURES BETWEEN GALVANIZED PLATES AND STAINLESS STEEL HARDWARE.
5. THE ORNAMENTAL TREATMENT MAY BE DESIGNED TO BE SUPPORTED COMPLETELY BY THE NOISE BARRIER POST BASE PLATE CONNECTION TO THE FOUNDATION OR PARTIALLY SUPPORTED BY THE OPTIONAL POST SUPPORT SHOWN.

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT		PIN	3501.90	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900054
							PHASE 1, CONTRACT 1 DIRECTIVE PLANS CONCRETE NOISE BARRIER DETAILS - 3	DRAWING NO. WD-03
								SHEET NO.
	COUNTY: ONONDAGA COUNTY, NY		REGION: 3					

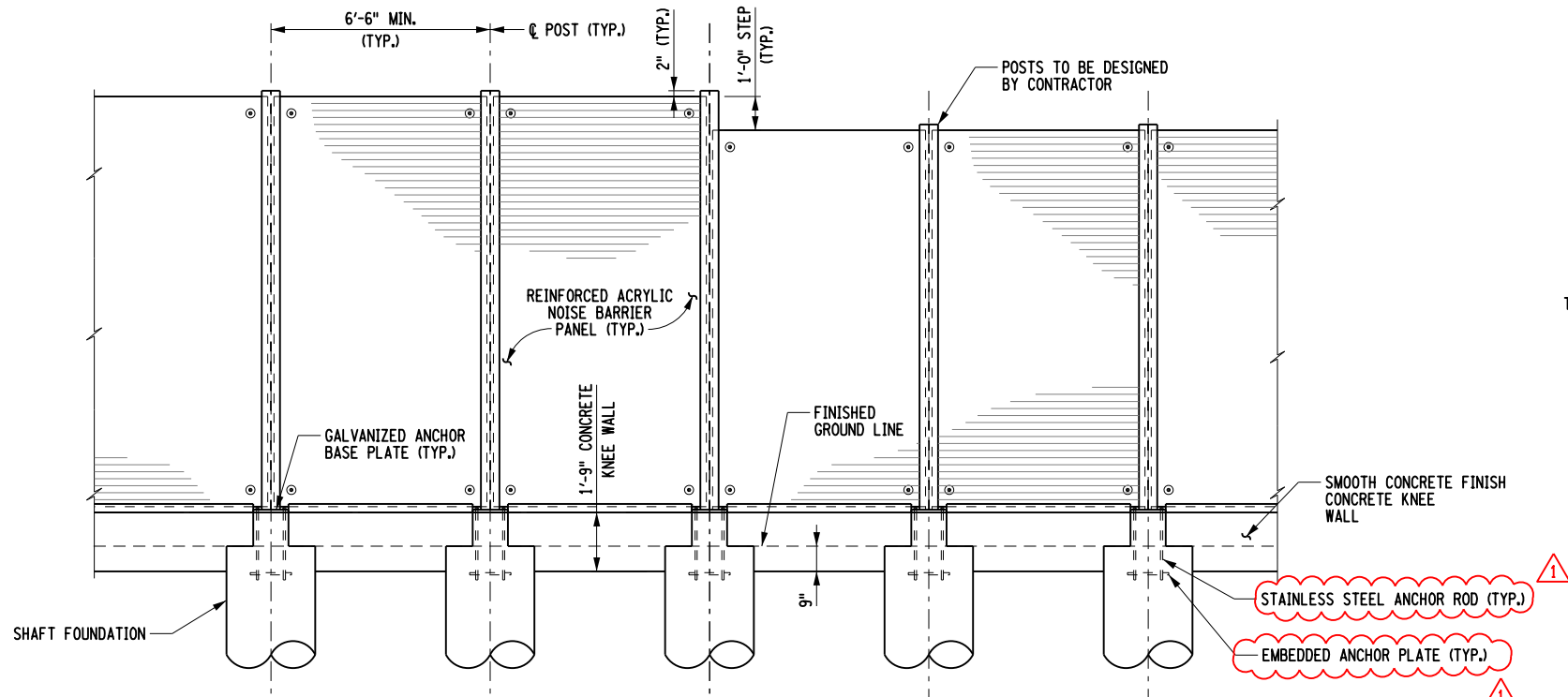
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS MADE
MATERIALS UPDATED

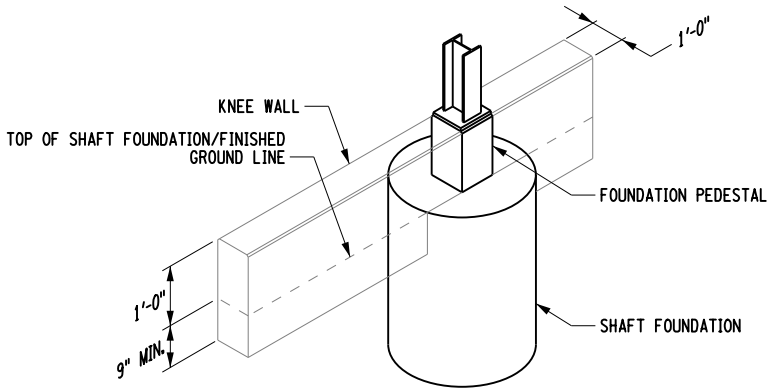
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USER = ScottSc

DESIGN SUPERVISOR
JOB MANAGER
DESIGN
CHECK
DRAFTING
CHECK
PROJECT MANAGER

REVISIONS MADE
1 MATERIALS UPDATED AND EMBEDDED PLATE ADDED




TRANSPARENT NOISE BARRIER ELEVATION
NOT TO SCALE



FOUNDATION DETAIL
NOT TO SCALE

- NOTES:
1. ALL CONNECTIONS, INCLUDING BASE PLATE CONNECTION, TO BE DESIGNED AND DETAILED BY CONTRACTOR.
 2. KNEE WALL REINFORCEMENT TO BE DESIGNED BY CONTRACTOR.
 3. ALL ANCHOR BOLTS, NUTS, AND WASHERS SHALL BE STAINLESS STEEL (ASTM A193).
 4. PROVIDE DIELECTRIC ISOLATION MEASURES BETWEEN GALVANIZED PLATES AND STAINLESS STEEL HARDWARE.

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT	PIN 3501.90	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900054
					PHASE 1, CONTRACT 1 DIRECTIVE PLANS TRANSPARENT REINFORCED ACRYLIC NOISE BARRIER DETAILS - 1	DRAWING NO. WD-04 SHEET NO.
	COUNTY: ONONDAGA COUNTY, NY REGION: 3					
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.					 NEW YORK STATE OF OPPORTUNITY.	Department of Transportation

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DESIGN SUPERVISOR JOB MANAGER DESIGN CHECK DRAFTING CHECK PROJECT MANAGER H. LINGAR

CONTRACT 1

INDICATIVE KEY PLANS

SHEET TITLE	DRAWING NUMBER
EXISTING I-481 NORTH INTERCHANGE	KY-1-01
BL 81 NOISE BARRIER	KY-1-02
EXISTING I-481 EASTER CORRIDOR	KY-1-03

INDICATIVE TYPICAL SECTIONS

SHEET TITLE	DRAWING NUMBER
EXISTING I-481 NORTH INTERCHANGE	TS-01 TO TS-11
EXISTING I-481, KIRKVILLE ROAD TO I-90	TS-12

INDICATIVE GENERAL PLANS

SHEET TITLE	DRAWING NUMBER
EXISTING I-481 NORTH INTERCHANGE	GP-01 TO GP-40
EXISTING I-81, EXIT 25 TO EXIT 26	GP-41 TO GP-52
EXISTING I-481, KIRKVILLE ROAD TO I-90	GP-53 TO GP-61

INDICATIVE PROFILES

SHEET TITLE	DRAWING NUMBER
EXISTING I-481 NORTH INTERCHANGE	PR-01 TO PR-33
EXISTING I-481, KIRKVILLE ROAD TO I-90	PR-34 TO PR-39

INDICATIVE WORK ZONE PLANS

SHEET TITLE	DRAWING NUMBER
EXISTING I-481 NORTH INTERCHANGE	WZTC-01 TO WZTC-02
EXISTING I-481, KIRKVILLE ROAD TO I-90	WZTC-03

REFER TO DWG. NO. KY-1-02

BUSINESS LOOP 81
NOISE BARRIER

I-481 NORTHERN INTERCHANGE



GRID
NORTH

REFER TO DWG. NO. KY-1-01

I-481

FUTURE
I-81

REFER TO DWG.
NO. KY-1-03

NYS THRUWAY

I-481 EASTERN
CORRIDOR

KIRKVILLE RD

INDICATIVE BRIDGE PLANS

SHEET TITLE	DRAWING NUMBER
I-81 SB OVER BL 81 NB BRIDGE PLAN AND ELEVATION	N1-01
I-81 SB OVER BL 81 NB TYPICAL BRIDGE SECTIONS	N1-02
I-81 SB OVER FEMA FLOODWAY BRIDGE PLAN AND ELEVATION	N5-01
I-81 SB OVER FEMA FLOODWAY TYPICAL BRIDGE SECTIONS	N5-02
I-81 NB OVER FEMA FLOODWAY BRIDGE PLAN AND ELEVATION	N5-03
I-81 NB OVER FEMA FLOODWAY TYPICAL BRIDGE SECTIONS	N5-04
I-81 SB OVER 481 NB BRIDGE PLAN AND ELEVATION (1 OF2)	N2-01
I-81 SB OVER 481 NB BRIDGE PLAN AND ELEVATION (2 OF2)	N2-02
I-81 SB OVER 481 NB TYPICAL BRIDGE SECTIONS (1 OF2)	N2-03
I-81 SB OVER 481 NB TYPICAL BRIDGE SECTIONS (2 OF2)	N2-04
SOUTH BAY ROAD OVER I-81 BRIDGE PLAN AND ELVATION	NC1-01
SOUTH BAY ROAD OVER I-81 TYPICAL BRIDGE SECTIONS	NC1-02
I-81 (FORMER I-481) OVER I-90 GENERAL PLAN	TWY-01
I-81 (FORMER I-481) OVER I-90 PROPOSED ELEVATION	TWY-02
I-81 (FORMER I-481) OVER I-90 TYPICAL SECTIONS	TWY-03
I-81 (FORMER I-481) OVER I-90 TYPICAL SECTIONS	TWY-04
NB I-81 (FORMER I-481) OVER I-90 PROPOSED FRAMING PLAN	TWY-05
I-81 & I-481 OVER THOMPSON ROAD GENERAL PLAN	THN-01
I-81 & I-481 OVER THOMPSON ROAD PROPOSED ELEVATION	THN-02
I-81 & I-481 OVER THOMPSON ROAD TYPICAL BRIDGE SECTIONS	THN-03
NB I-81 & I-481 OVER THOMPSON ROAD PROPOSED FRAMING PLAN	THN-04
SB I-81 & I-481 OVER THOMPSON ROAD PROPOSED FRAMING PLAN	THN-05
I-81 (FORMER I-481) OVER TOTMAN ROAD GENERAL PLAN	TON-01
I-81 (FORMER I-481) OVER TOTMAN ROAD PROPOSED ELEVATION	TON-02
I-81 (FORMER I-481) OVER TOTMAN ROAD TYPICAL BRIDGE SECTIONS	TON-03
SB I-81 (FORMER I-481) OVER TOTMAN ROAD PROPOSED FRAMING PLAN	TON-04
SB BL81BUSINESS LOOP (FORMER I-81) OVER CHURCH ST GENERAL PLAN	CHH-01
SB BL81BUSINESS LOOP (FORMER I-81) OVER CHURCH ST PROPOSED ELEVATION	CHH-02
SB BL81BUSINESS LOOP (FORMER I-81) OVER CHURCH ST TYPICAL SECTIONS	CHH-03
SB BL81BUSINESS LOOP (FORMER I-81) OVER CHURCH ST TYPICAL SECTIONS	CHH-04
CONCRETE REPAIR DETAILS-01	CON-01
CONCRETE REPAIR DETAILS-02	CON-02
STEEL REPAIR DETAILS	SR-04

ADDED BRIDGE DRAWINGS
TO DRAWING INDEX

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

I-81 VIADUCT PROJECT

PIN 3501.90

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

D900054

INDICATIVE PLANS
PROJECT LIMITS OF WORK
AND INDEX OF DRAWINGS

DRAWING NO. PL-1-01

SHEET NO.

COUNTY: ONONDAGA COUNTY, NY

REGION: 3

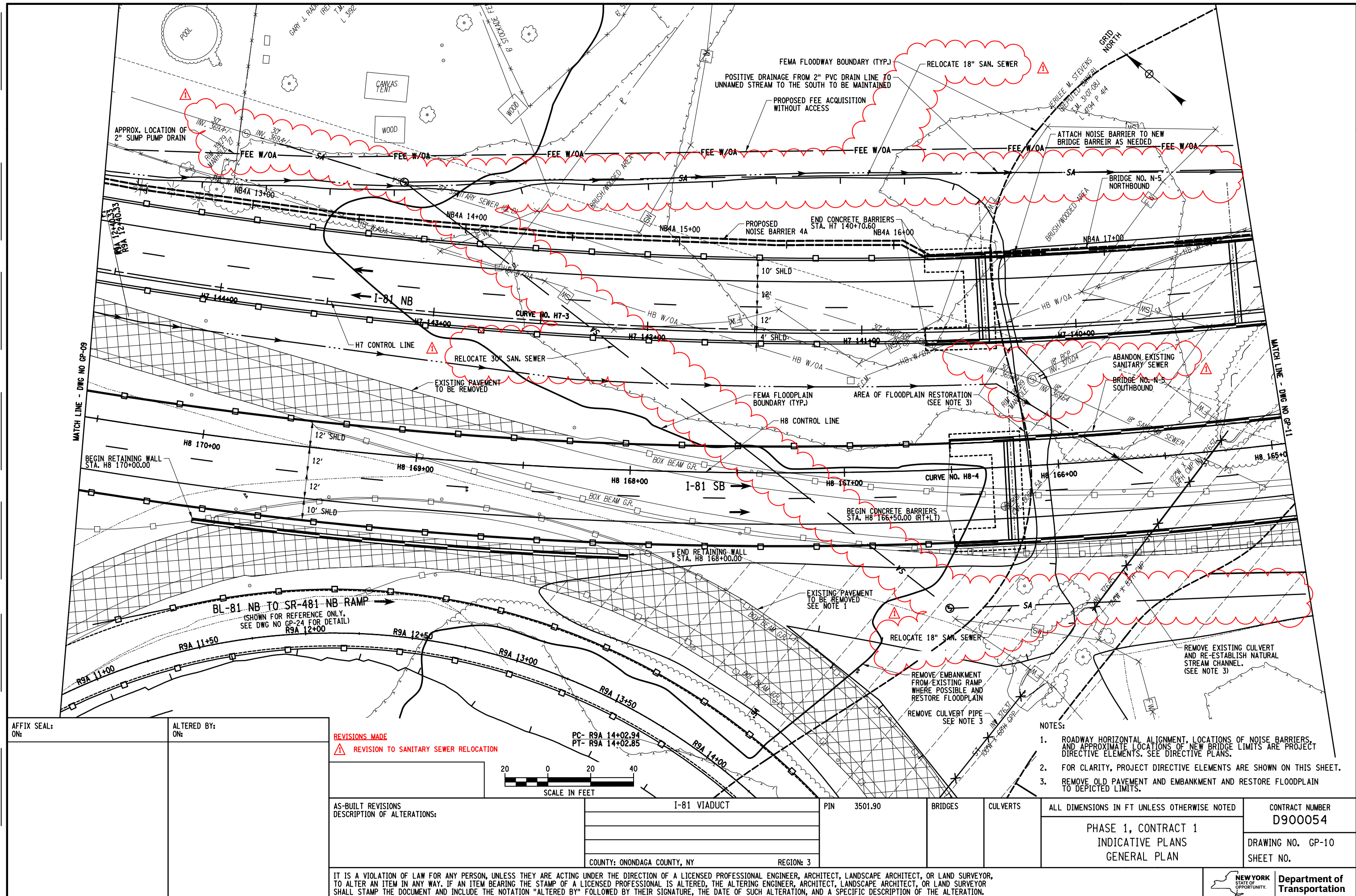
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Department of
Transportation

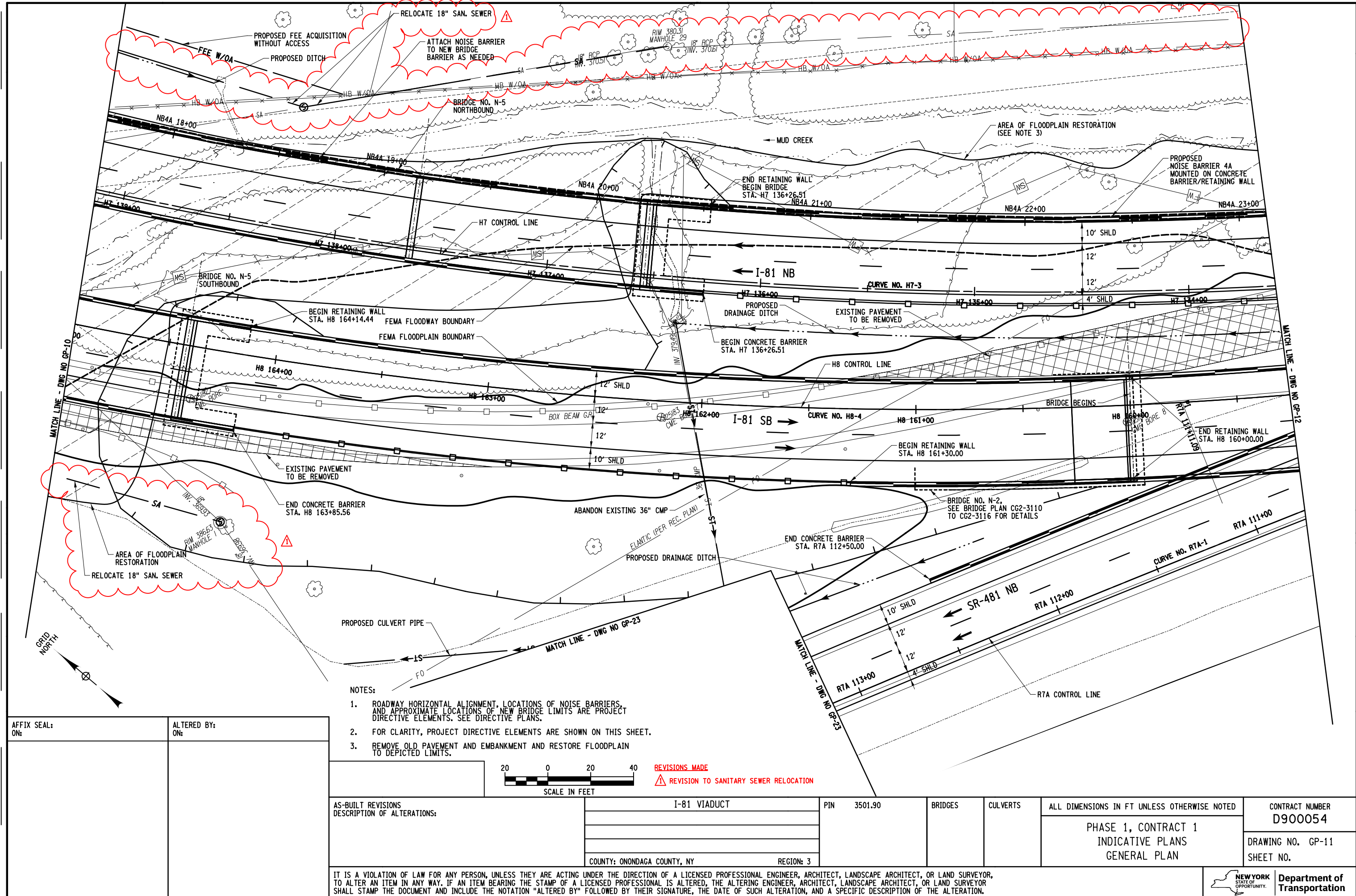
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DESIGN SUPERVISOR



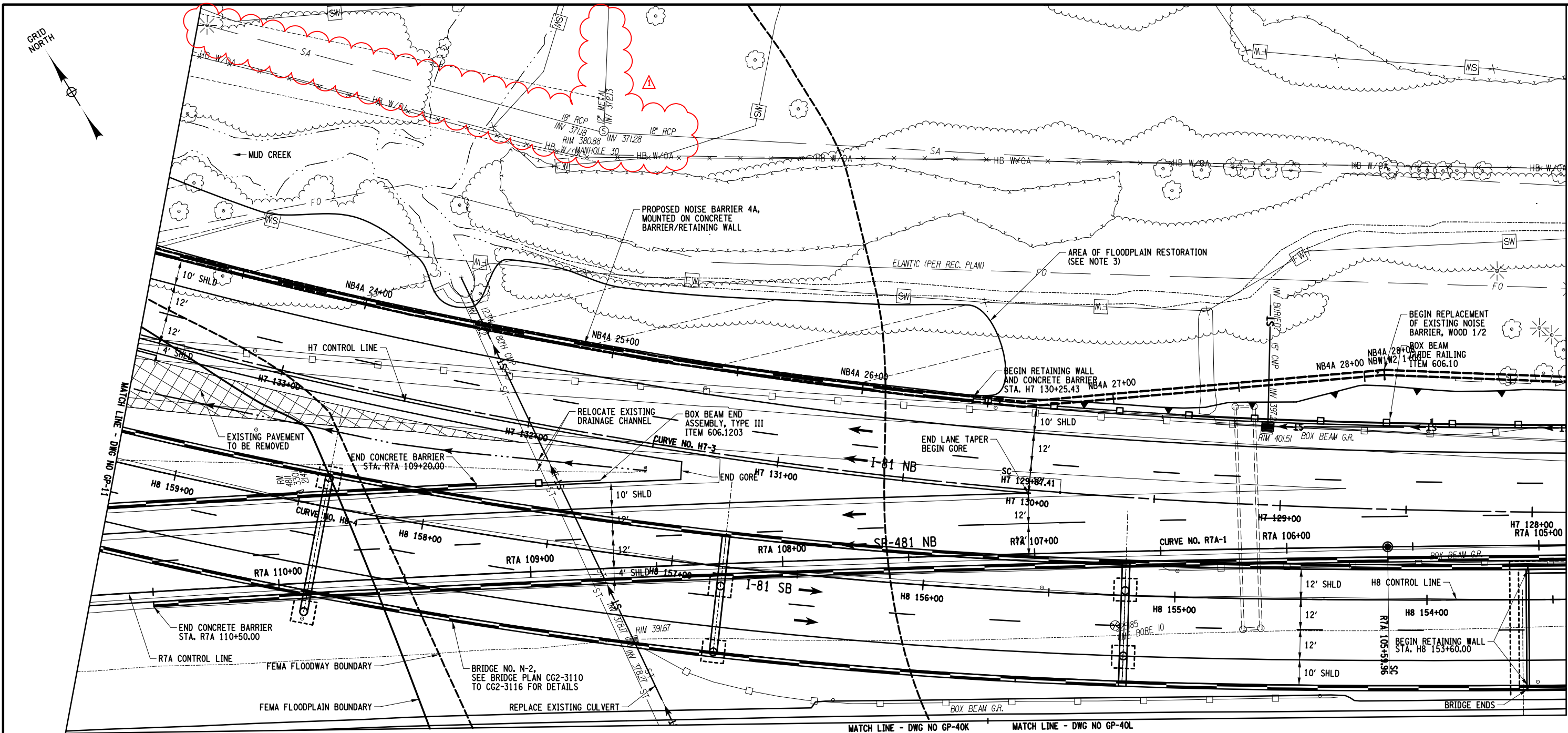
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DESIGN SUPERVISOR



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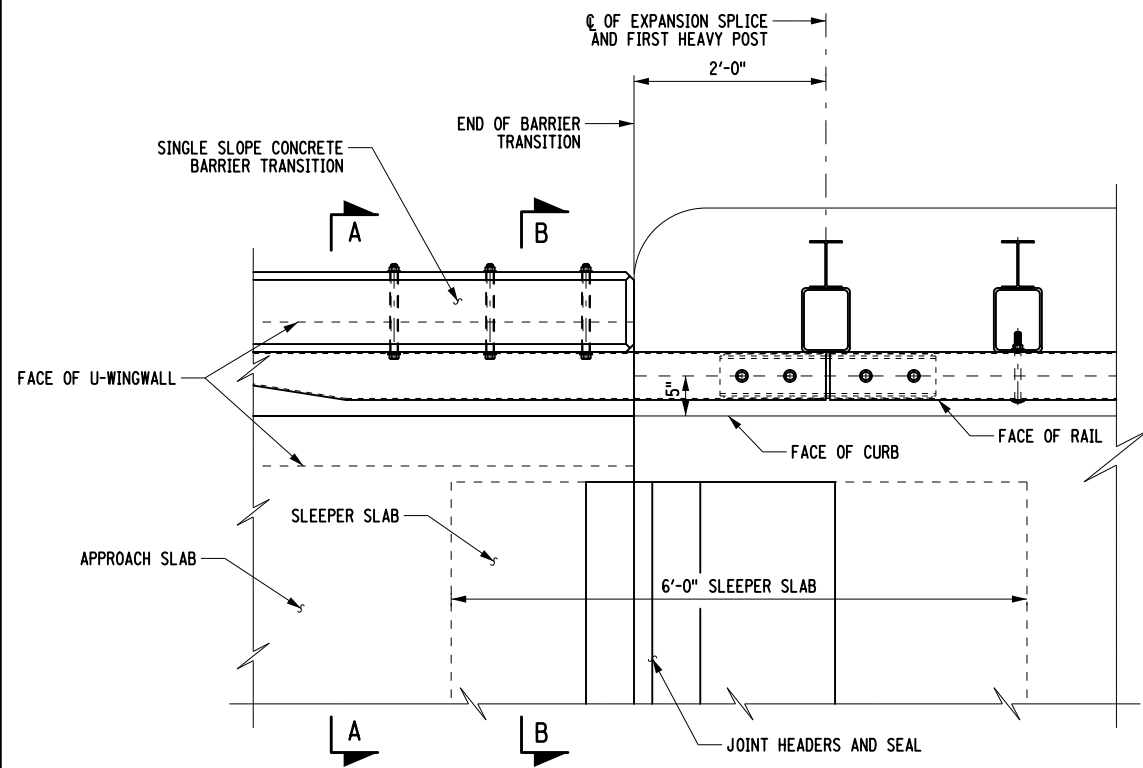


- NOTES:
- ROADWAY HORIZONTAL ALIGNMENT, LOCATIONS OF NOISE BARRIERS, AND APPROXIMATE LOCATIONS OF NEW BRIDGE LIMITS ARE PROJECT DIRECTIVE ELEMENTS. SEE DIRECTIVE PLANS.
 - FOR CLARITY, PROJECT DIRECTIVE ELEMENTS ARE SHOWN ON THIS SHEET.
 - REMOVE OLD PAVEMENT AND EMBANKMENT AND RESTORE FLOODPLAIN TO DEPICTED LIMITS

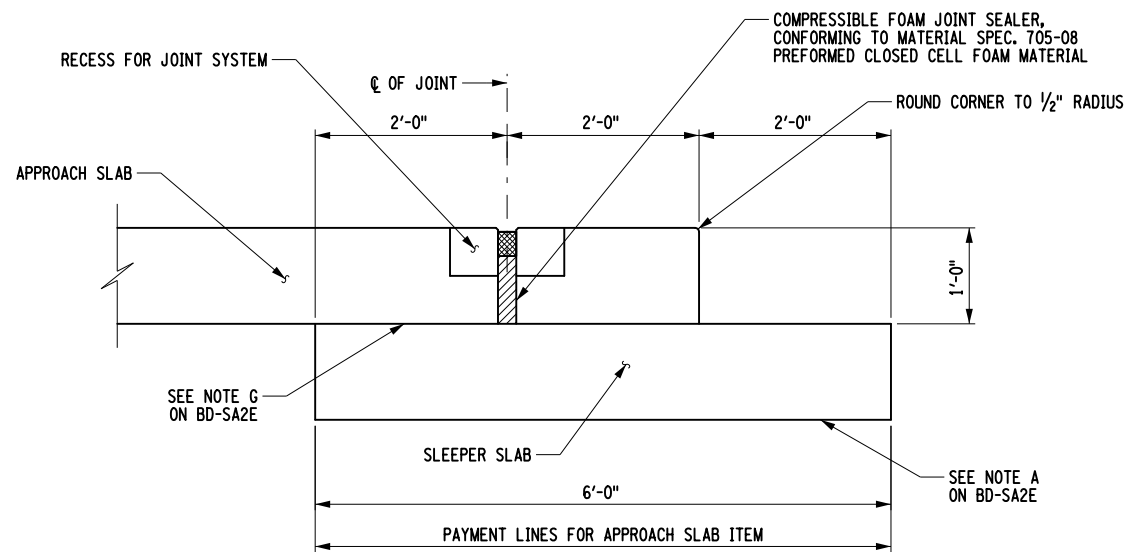
AFFIX SEAL: ON:	ALTERED BY: ON:
<div>REVISIONS MADE</div> <div>REVISIONS TO SANITARY SEWER LOCATION</div> <div>AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:</div>	

<div>20 0 20 40</div> <div>SCALE IN FEET</div>		I-81 VIADUCT		PIN 3501.90	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900054
							PHASE 1, CONTRACT 1 INDICATIVE PLANS GENERAL PLAN	DRAWING NO. GP-12 SHEET NO.
		COUNTY: ONONDAGA COUNTY, NY		REGION: 3				
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.								
<div>NEW YORK STATE OF OPPORTUNITY</div> <div>Department of Transportation</div>								

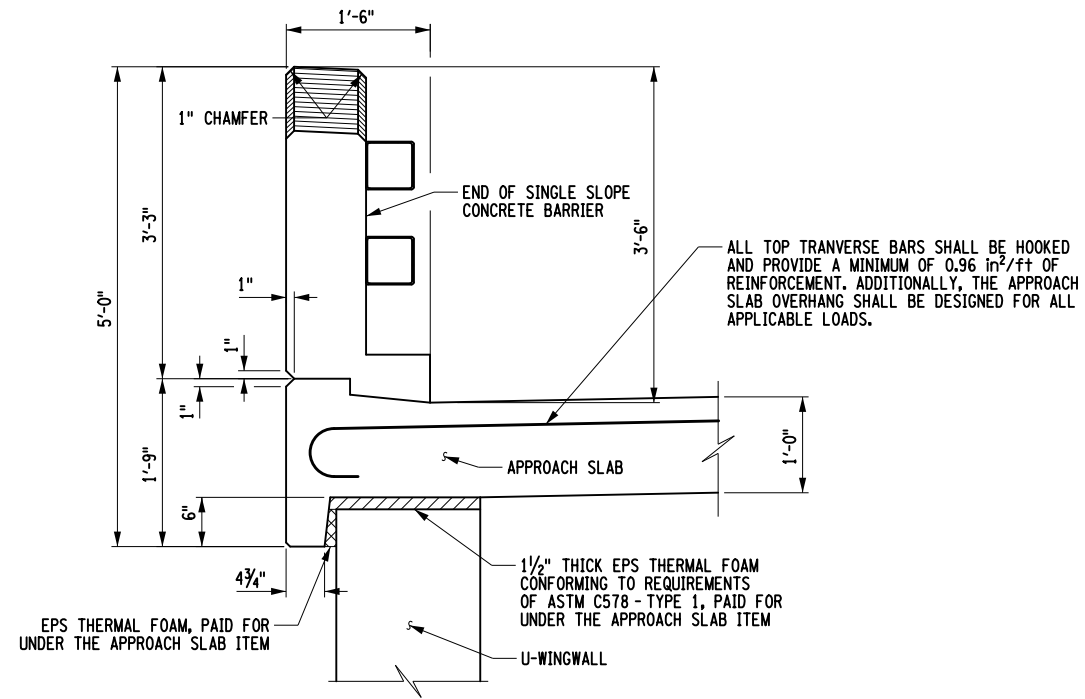
FILE NAME = BD-SA9_2022-R0E0.dgn
DATE/TIME = 30-AUG-2022 17:51



PLAN



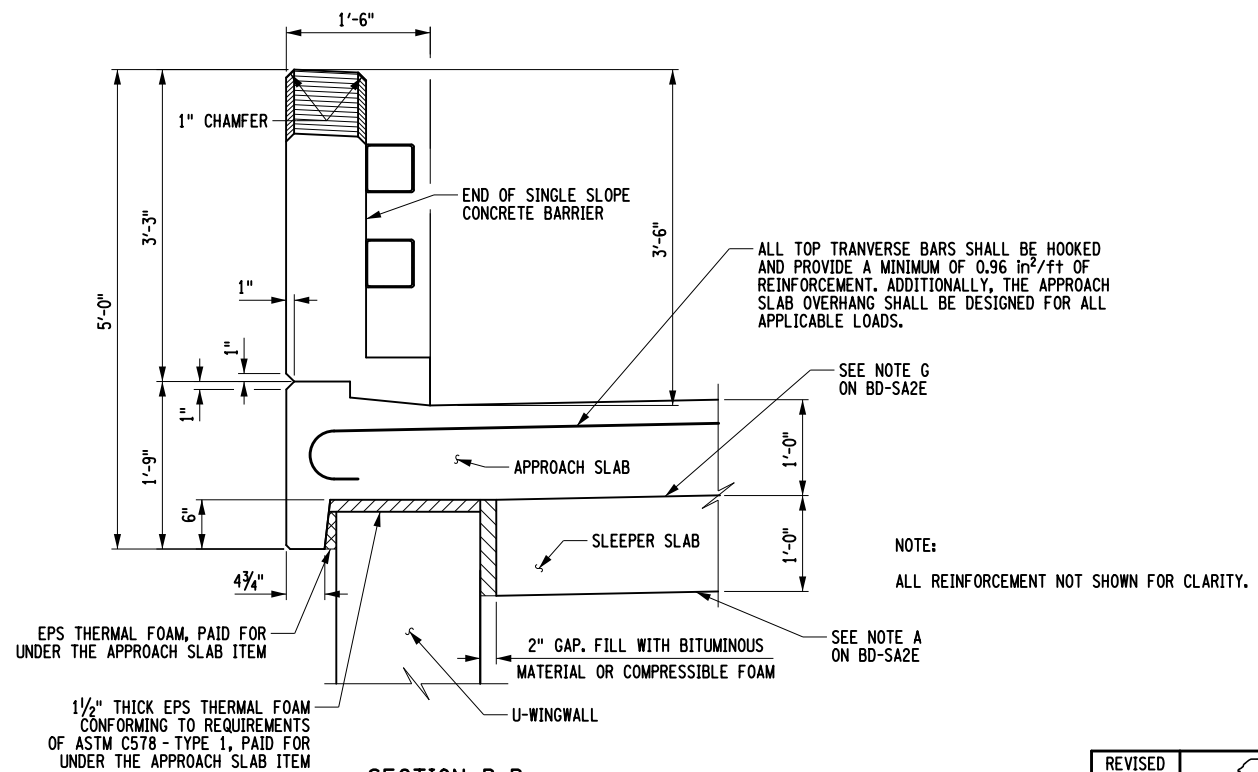
ELEVATION



SECTION A-A

NOTE:


ALL REINFORCEMENT NOT SHOWN FOR CLARITY.



SECTION B-B

NOTE:

ALL REINFORCEMENT NOT SHOWN FOR CLARITY.

REVISED	 <div>NEW YORK STATE OF OPPORTUNITY.</div>	Department of Transportation Office of Structures	
		SINGLE SLOPE BARRIER ON APPROACH SLAB AT U-WINGWALL DETAILS	
ERRATA			
APPROVED: / / ORIGINAL SIGNED BY:		ORIGINAL ISSUED UNDER EB	
		CURRENT ISSUED UNDER EB EFFECTIVE WITH THE LETTING OF / /	
DEPUTY CHIEF ENGINEER (STRUCTURES)			

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

Interstate Route 570-1-5.2
Interstate Route Connection 570:
Dewitt Yards - Collamer
F.I.S.H. 70-7

PIN 3501.98

MAP NO. 81-4300
PARCEL NO. 81-4300-WOA
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Part of Military Lot 23
of the Town of Dewitt

ANTONIO CRISAFULLI
(REPUTED OWNER)

CCD L. 4866 P. 640
TRN 4300

PARCEL SUMMARY

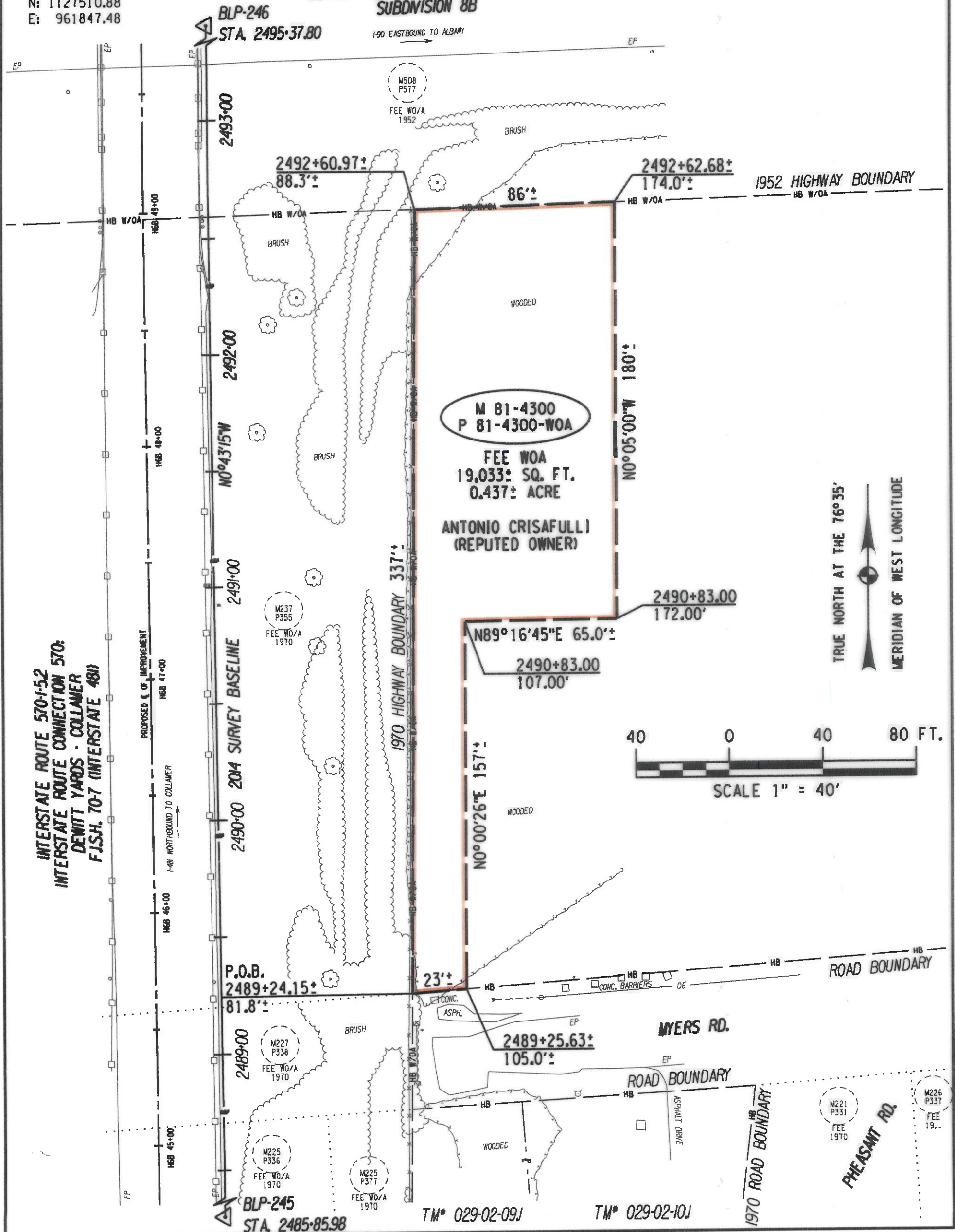
Type: FEE WITHOUT ACCESS
Portion of 2021 Tax Map
Ref. No. 29-01-02.1
Town of Dewitt
County of Onondaga
State of New York

Parcel Locator Point:

Parcel No: 81-4300-WOA
N: 1127510.88
E: 961847.48

NEW YORK STATE THRUWAY I-90
MOHAWK SECTION ONONDAGA COUNTY
SUBDIVISION 8B

I-90 EASTBOUND TO ALBANY



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

Interstate Route 570-1-5.2

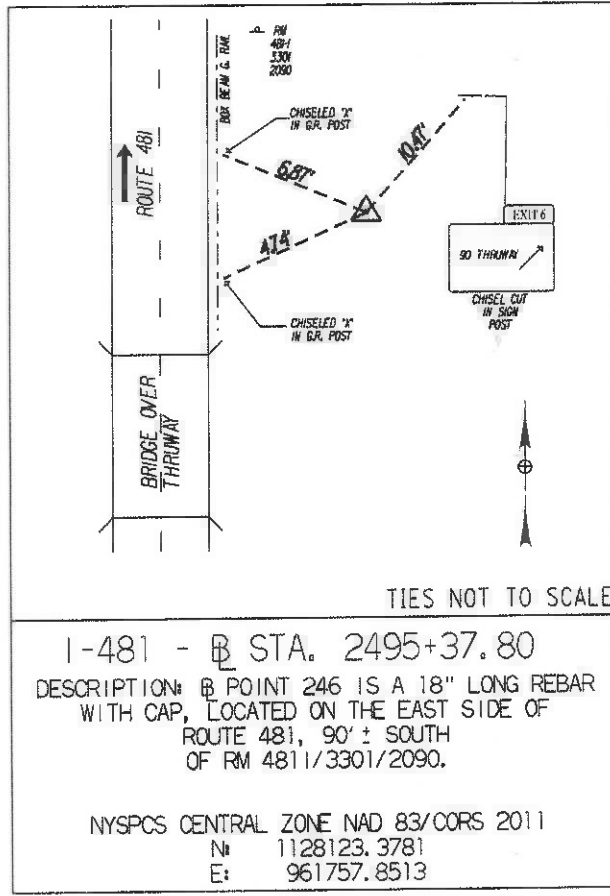
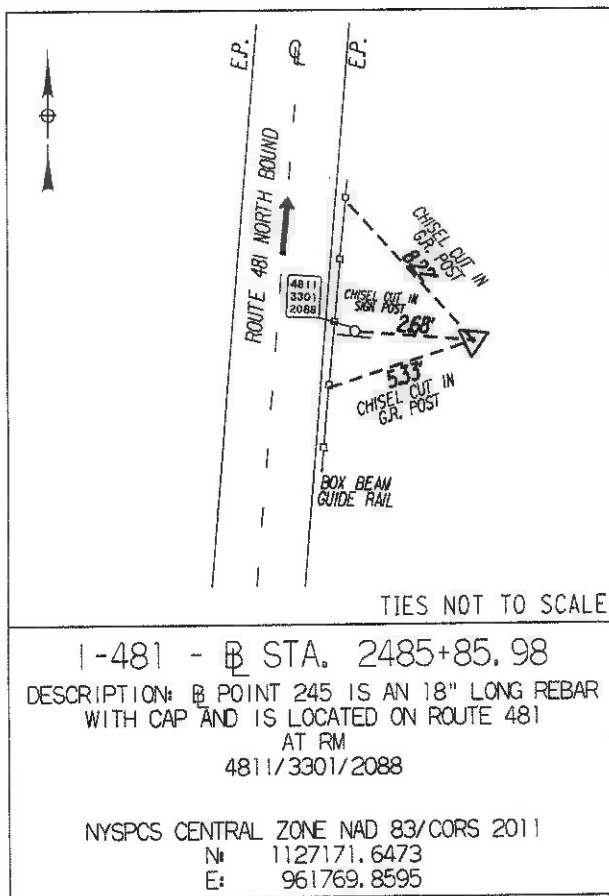
Interstate Route Connection 570:

Dewitt Yards - Collamer

F.I.S.H. 70-7

PIN 3501.98

MAP NO. 81-4300
PARCEL NO. 81-4300-W0A
SHEET 2 OF 2 SHEETS



All that piece or parcel of property designated as Parcel No. 81-4300-W0A, as shown on the accompanying map, to be acquired in Fee, without right of access to and from abutting property.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date NOVEMBER 12, 2021

George A. Doucette Jr.

George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date NOVEMBER 12, 2021

Brady Ry

Prudent Engineering LLP
Engineering and Land Surveying
By Bradley G. Pcolinsky, Land Surveyor
L.S. License No. 050697

ANTONIO CRISAFULLI
(REPUTED OWNER)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date May 25, 2022



[Signature]
Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Suzanne Stella
Office of Right-of-Way

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT
Interstate Route 570-1-5.2
Interstate Route Connection 570:
Dewitt Yards - Collamer
F.I.S.H. 70-7

PIN 3501.98

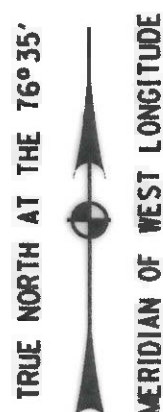
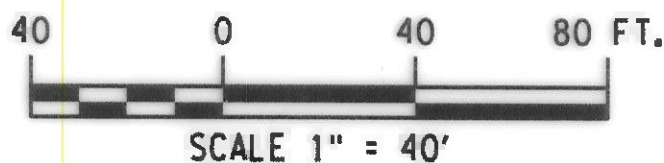
MAP NO. 81-4380-BED
PARCEL NO. 81-4380-WOA
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:
Part of Military Lot 23
of the Town of Dewitt

A PORTION OF THE
BED OF MYERS ROAD

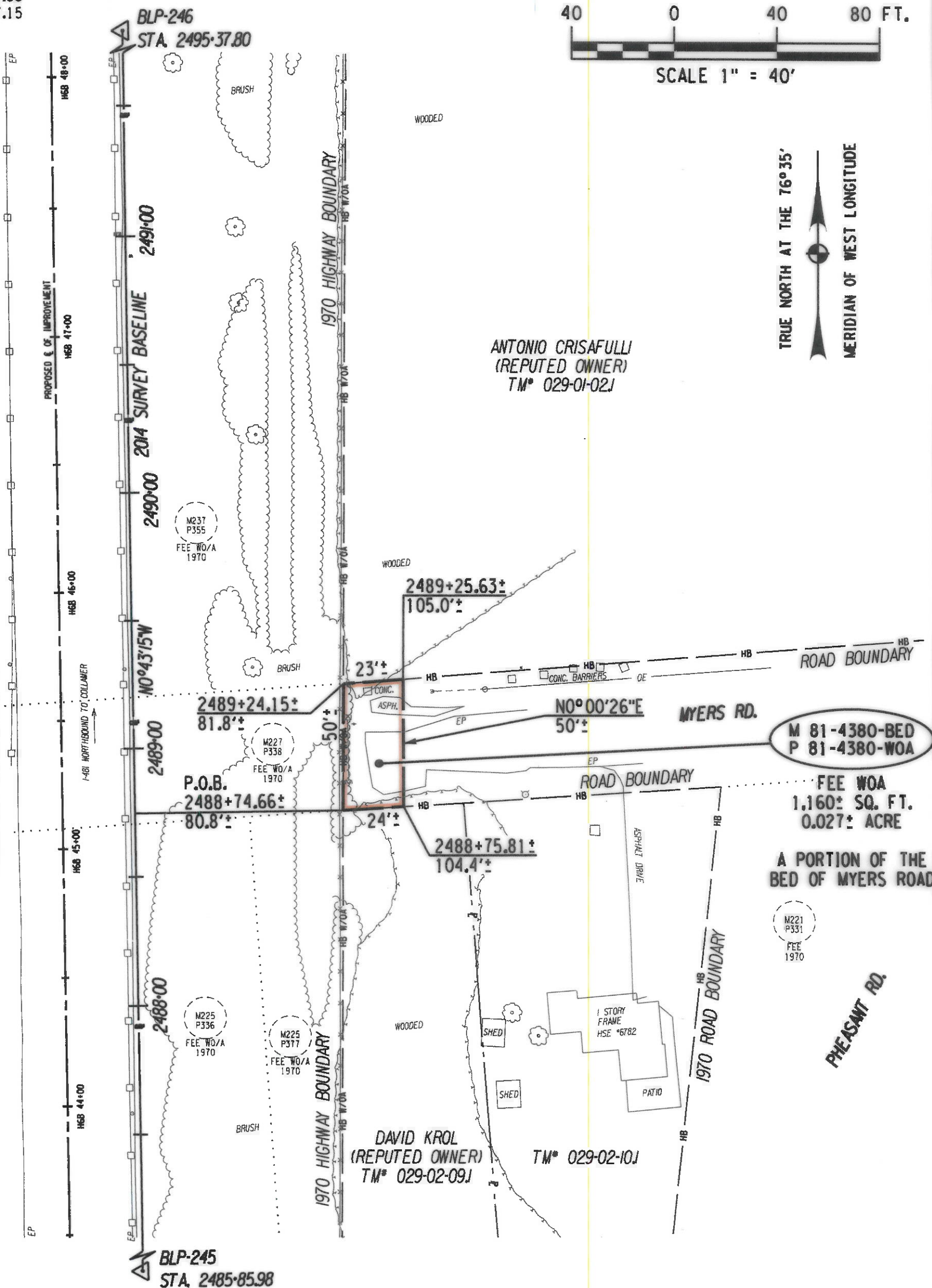
PARCEL SUMMARY
Type: FEE WITHOUT ACCESS
Portion of 2021 Tax Map
Ref. No. 29-01 and 29-02
Town of Dewitt
County of Onondaga
State of New York

Parcel Locator Point:
Parcel No: 81-4380-WOA
N: 1127461.38
E: 961847.15



ANTONIO CRISAFULLI
(REPUTED OWNER)
TM# 029-01-02J

INTERSTATE ROUTE 570-1-52
INTERSTATE ROUTE CONNECTION 570:
DEWITT YARDS - COLLAMER
F.I.S.H. 70-7 (INTERSTATE 481)



M 81-4380-BED
P 81-4380-WOA

FEE WOA
1,160± SQ. FT.
0.027± ACRE

A PORTION OF THE
BED OF MYERS ROAD

M221
P331
FEE
1970

PHEASANT RD.

DAVID KROL
(REPUTED OWNER)
TM# 029-02-09J

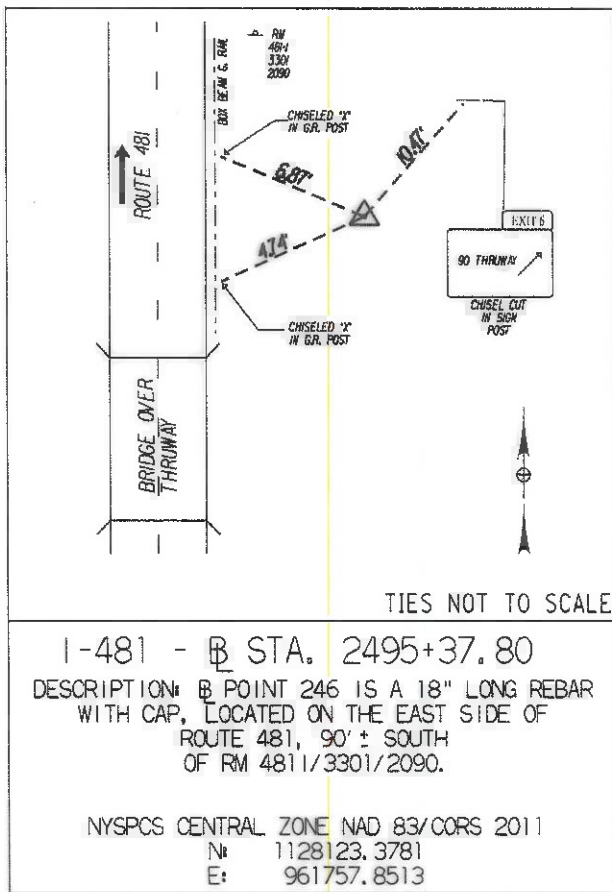
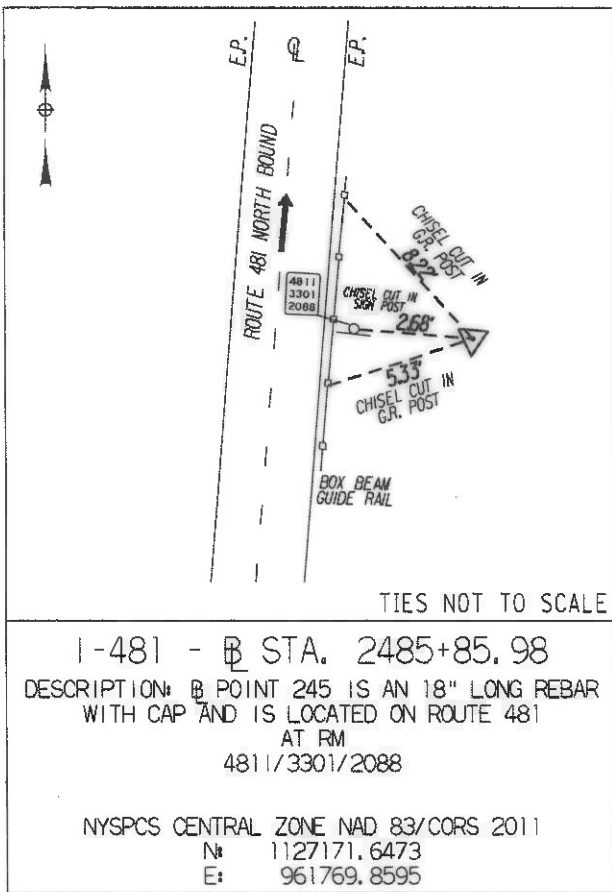
TM# 029-02-10J

I-81 VIADUCT PROJECT
Interstate Route 570-1-5.2
Interstate Route Connection 570:
Dewitt Yards - Collamer
F.I.S.H. 70-7

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

PIN 3501.98

MAP NO. 81-4380-BED
PARCEL NO. 81-4380-WOA
SHEET 2 OF 2 SHEETS



All that piece or parcel of property designated as Parcel No. 81-4380-WOA, situate in Military Lot 23, Town of Dewitt, County of Onondaga, State of New York, to be acquired in Fee, without right of access to and from abutting property, as shown on the accompanying map and described as follows:

Beginning at the point of intersection of the easterly highway boundary of the existing Interstate Route Connection 570: Dewitt Yards - Collamer (I-481), with the southerly road boundary of the existing Myers Road, said point being 80.8± feet distant easterly, measured at right angles from station 2488+74.66± of the hereinafter described 2014 survey baseline for the construction of the I-81 Viaduct Project; thence easterly along said southerly road boundary 24± feet to a point 104.4± feet distant easterly, measured at right angles from station 2488+75.81± of said baseline; thence N0°00'26"E, through the Bed of Myers Road, 50± feet to a point on the northerly road boundary of Myers Road, said point being 105.0± feet distant easterly, measured at right angles from station 2489+25.63± of said baseline; thence westerly along said northerly road boundary 23± feet to a point on first mentioned easterly highway boundary, said point being 81.8± feet distant easterly, measured at right angles from station 2489+24.15± of said baseline; thence southerly along said easterly highway boundary 50± feet to the point of beginning, being 1,160± square feet, or 0.027± acre, more or less.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

The above mentioned survey baseline is a portion of the survey baseline for the construction of I-81 Viaduct Project, as shown on a map on file in the office of the New York State Department of Transportation, Region 3, in Syracuse, New York, and described as follows:

Beginning at Sta. 2485+85.98; thence North 0° 43' 15" West to Sta. 2495+37.80.

All bearings are based on True North at the 76°35' Meridian of West Longitude.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date NOVEMBER 12, 2021

George A. Doucette, Jr.

George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



A PORTION OF THE
BED OF MYERS ROAD

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date NOVEMBER 12, 2021

Brady Pudy

Prudent Engineering LLP
Engineering and Land Surveying
By Bradley G. Pcolinsky, Land Surveyor
L.S. License No. 050697

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date June 8, 2022

Karla, Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Suzanne Stella, Office of Right-of-Way

MAP NO. 81-4400
PARCEL NO. 81-4400-WOA
SHEET 1 OF 3 SHEETS

ARM SHEET NO.: ARM-52 PREPARED BY MOS CHECKED BY WRS FINAL CHECK BY TTO

MATCH TO SHEET 2

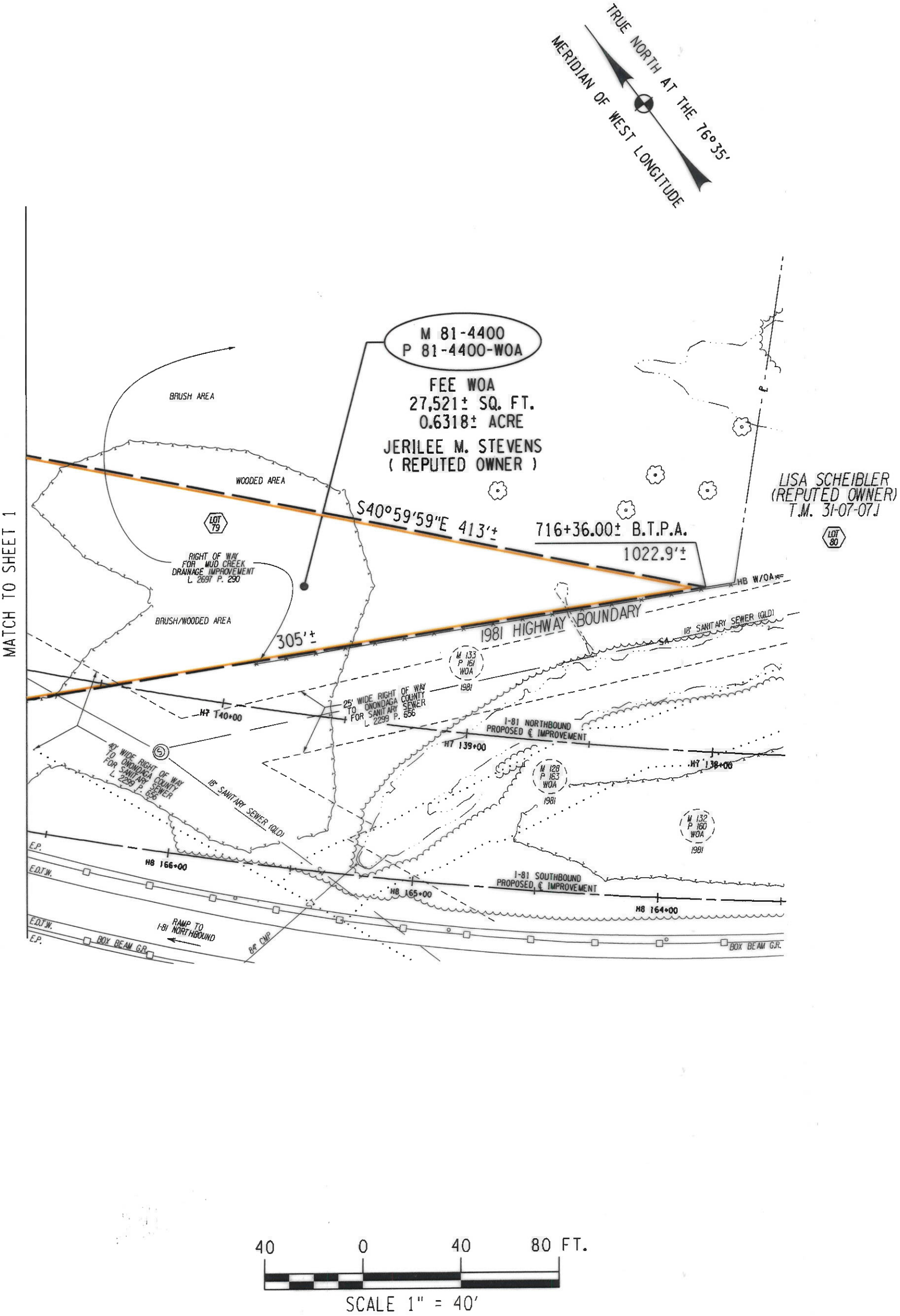
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NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT
Interstate Route 505-3-4.1
Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4400
PARCEL NO. 81-4400-WOA
SHEET 2 OF 3 SHEETS



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

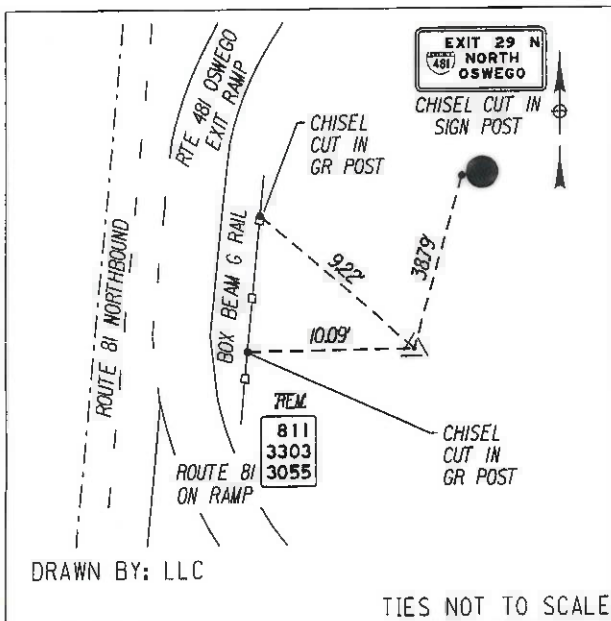
Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton

F.I.S.H. 57-6

PIN 3501.98

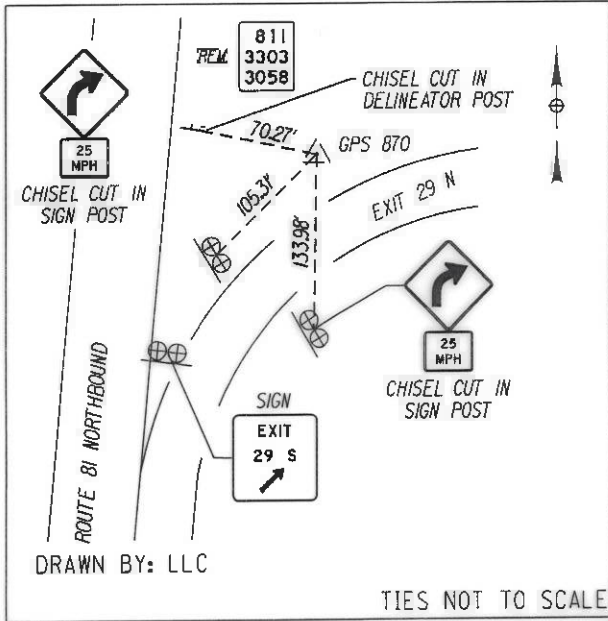
MAP NO. 81-4400
PARCEL NO. 81-4400-W0A
SHEET 3 OF 3 SHEETS



I-81 - B STA. 702+08.58

DESCRIPTION: B POINT 89 IS LOCATED ON ROUTE 81, 60 FT± NORTH OF RM 81/3303/3055

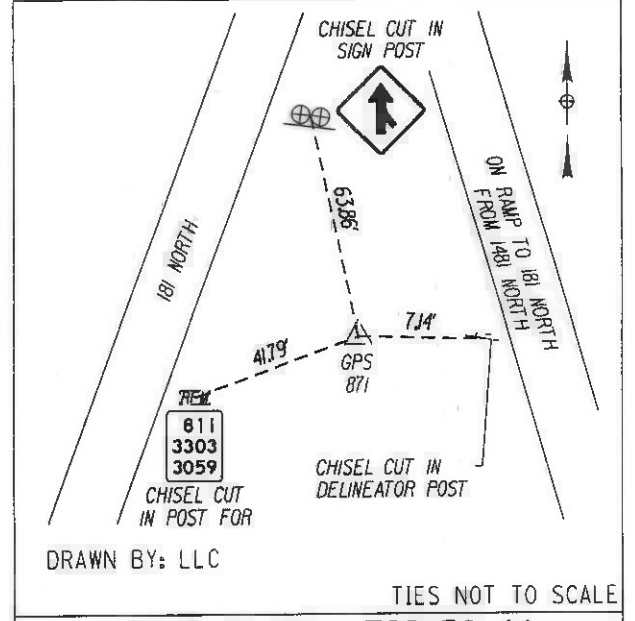
NYSPCS CENTRAL ZONE NAD 83/CORS 2011
N: 1144690.0647
E: 945697.9711



I-81 - B STA. 713+56.56

DESCRIPTION: GPS 870 IS A 4 FT REBAR WITH AN ALUMINUM CAP LOCATED ON THE EAST SIDE OF 181 NORTHBOUND, 660 FT± NORTH OF THE 1481 OVERPASS, 78 FT± EAST OF THE PAVED EDGE OF SHOULDER, AND 380 FT± SOUTH OF RM 811/3303/3058

NYSPCS CENTRAL ZONE NAD 83/CORS 2011
N: 1145600.5710
E: 946397.1390



I-81 - B STA. 722+53.44

DESCRIPTION: GPS 871 IS A 4 FT REBAR WITH AN ALUMINUM CAP LOCATED ON THE WESTERLY SIDE OF THE ON RAMP LEADING TO 181 NORTH FROM 1481 NORTH, 40 FT± EAST OF RM 811/3303/3059, AND 1600 FT± NORTH OF THE 1481 OVERPASS

NYSPCS CENTRAL ZONE NAD 83/CORS 2011
N: 1146465.6420
E: 946633.8970

All that piece or parcel of property designated as Parcel No. 81-4400-W0A, as shown on the accompanying map, to be acquired in Fee, without right of access to and from abutting property.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date AUGUST 5, 2021

George A. Doucette, Jr.
George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



JERILEE M. STEVENS
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date JULY 26, 2021

Popli Design Group

By: Timothy T. Odell, Land Surveyor
P.L.S. License No. 50995

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Date May 18, 2022



, Office of Right-of-Way

Suzanne Stella
Office of Right-of-Way

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4401
PARCEL NO. 81-4401-WOA
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

- (1) Lot 45 of map entitled "Lang Manor Tract, Section 2", filed May 23, 1979, CCM # 5773
- (2) Part of Military Lot 81 of the Town of Cicero

Parcel Locator Point:

Parcel No: 81-4401-WOA
N: 1145528.03
E: 947092.81

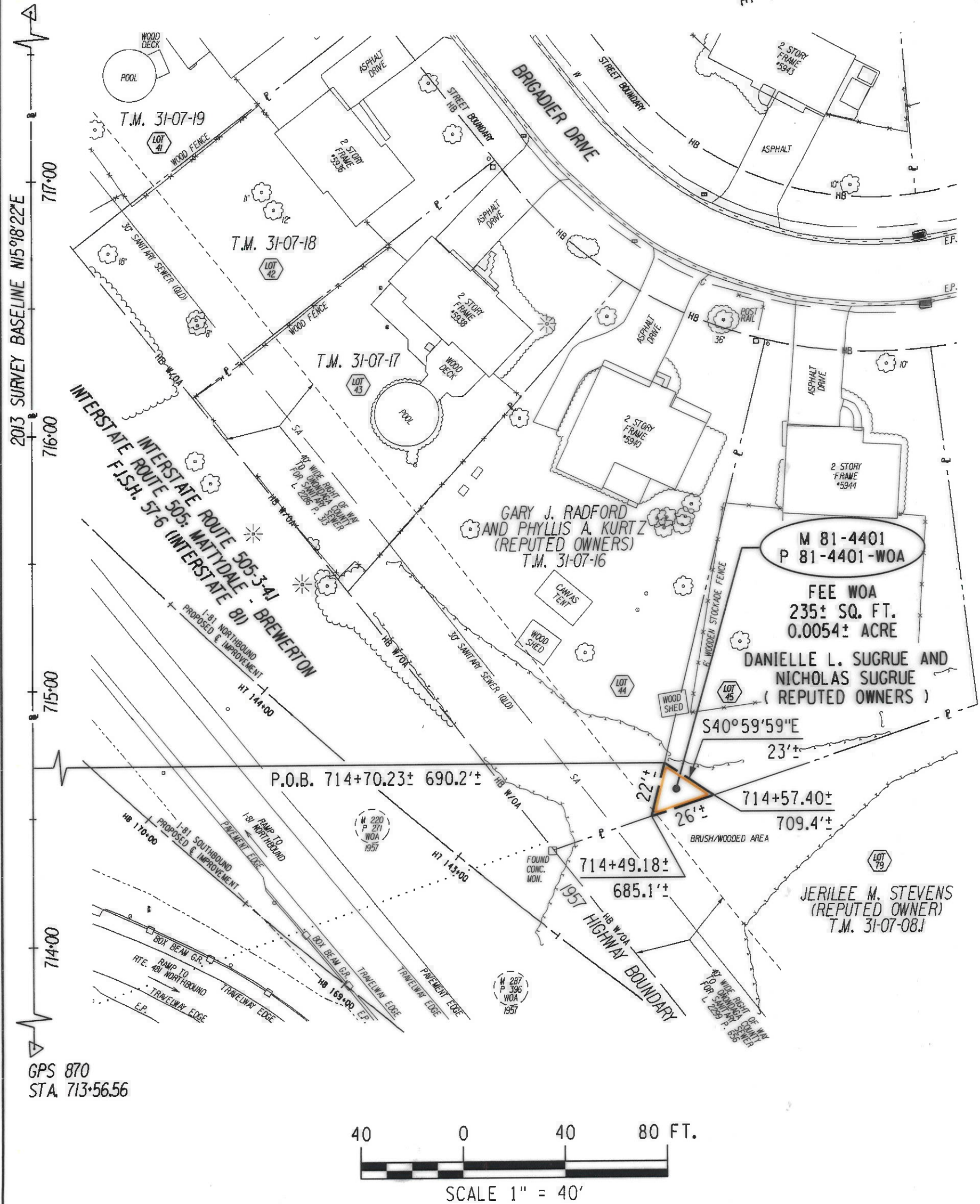
DANIELLE L. SUGRUE AND
NICHOLAS SUGRUE
(REPUTED OWNERS)

CCD INSTR. NO. 2021-00020109
TRN 4401

PARCEL SUMMARY

Type: FEE WITHOUT ACCESS
Portion of 2021 Tax Map
Ref. No. 31-07-15
Town of Cicero
County of Onondaga
State of New York

GPS 871
STA. 722+53.44

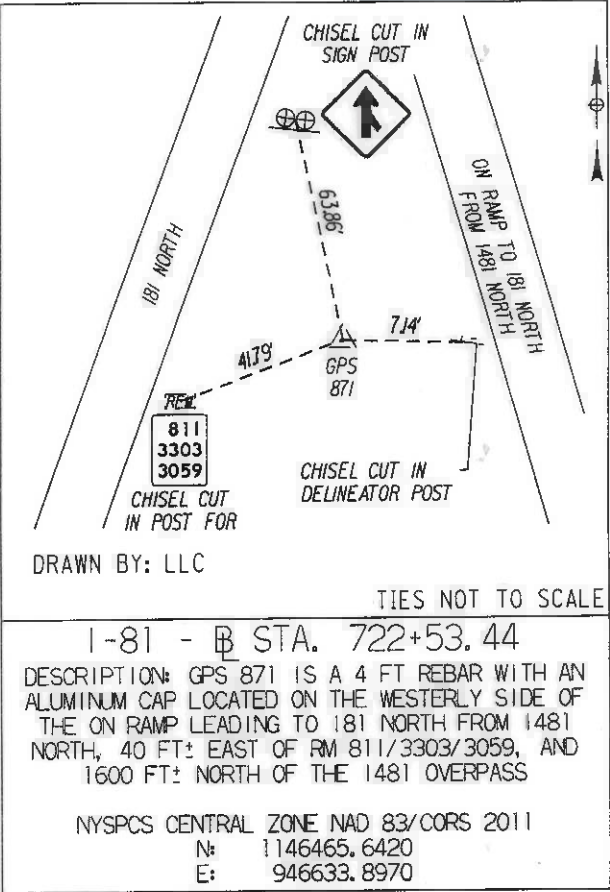
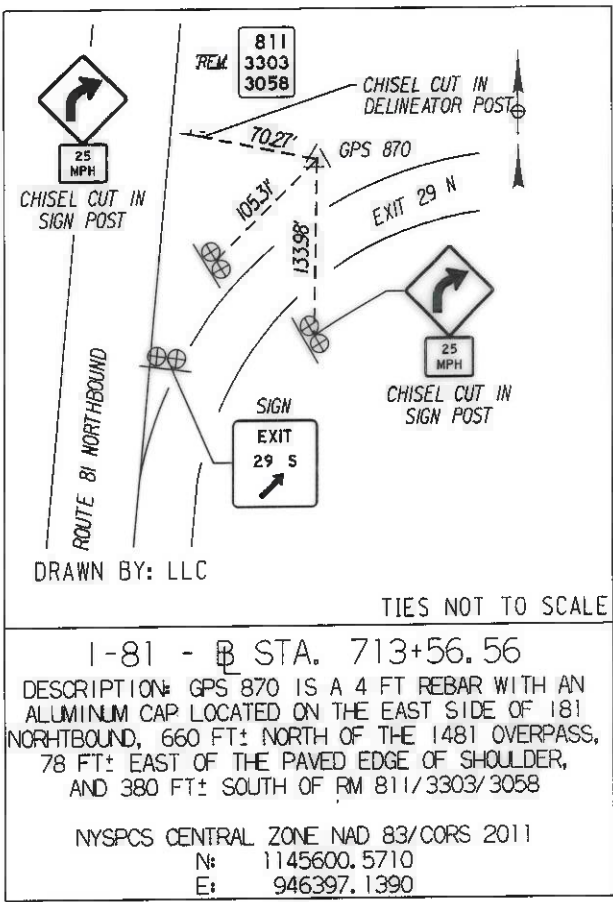


NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT
Interstate Route 505-3-4.1
Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4401
PARCEL NO. 81-4401-WOA
SHEET 2 OF 2 SHEETS



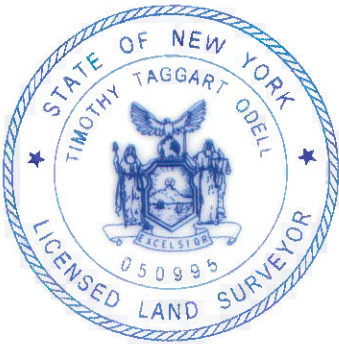
All that piece or parcel of property designated as Parcel No. 81-4401-WOA, as shown on the accompanying map, to be acquired in Fee, without right of access to and from abutting property.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date AUGUST 5, 2021

George A. Doucette Jr.
George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



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I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date JULY 26, 2021

Timothy T. Odell
Popli Design Group
By: Timothy T. Odell, Land Surveyor
P.L.S. License No. 50995

DANIELLE L. SUGRUE AND
NICHOLAS SUGRUE
(REPUTED OWNERS)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Date May 18, 2022



Katrina
Office of Right-of-Way

Suzanne Stella
Office of Right-of-Way

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton

F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4402
PARCEL NO. 81-4402-WOA
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

(1) Lot 44 of map entitled "Lang Manor Tract, Section 2" filed May 23, 1979, CCM # 5773

(2) Part of Military Lot 81 of the Town of Cicero

GARY J. RADFORD AND PHYLLIS A. KURTZ
(REPUTED OWNERS)

CCD L. 3192 P. 188
TRN 4402

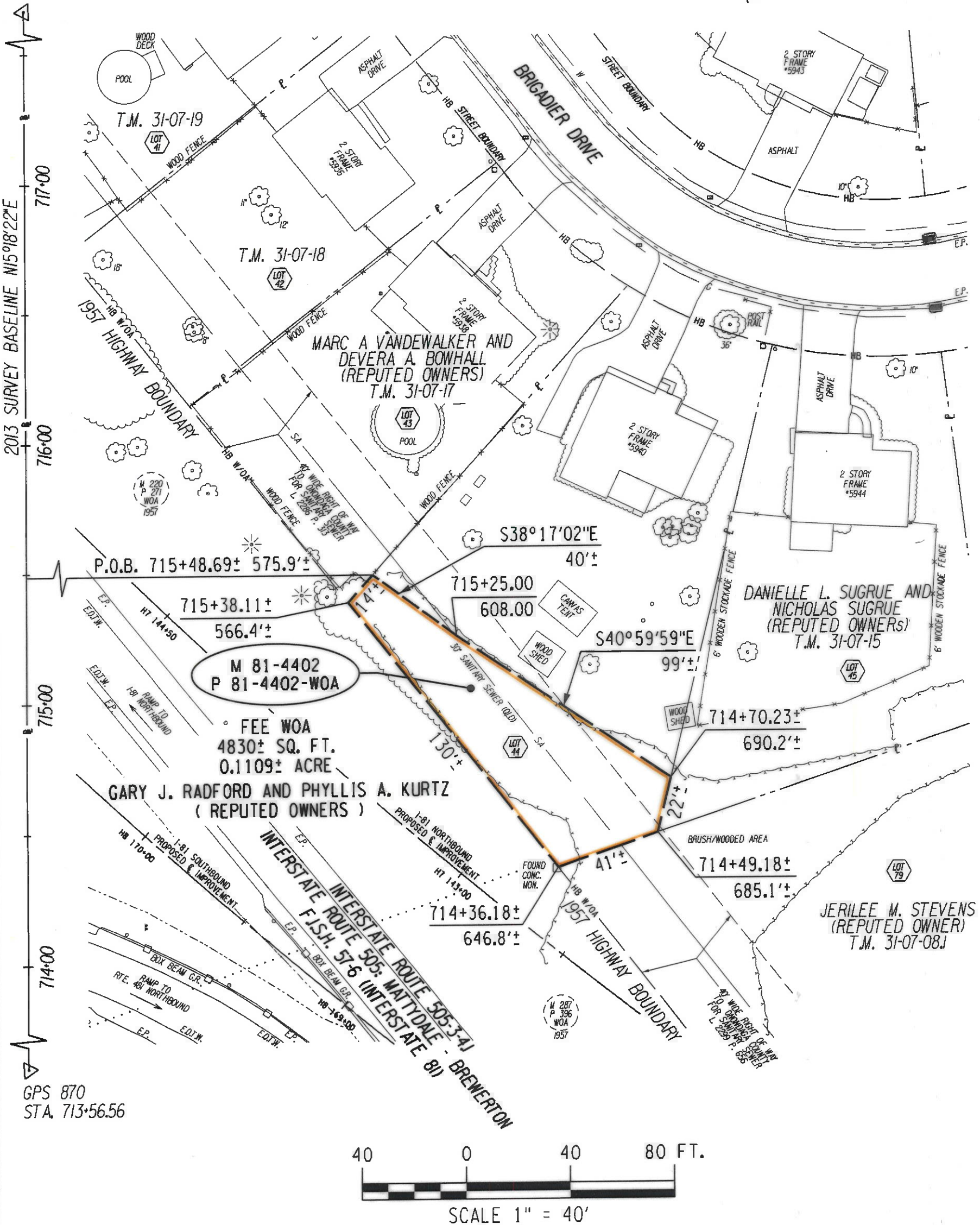
PARCEL SUMMARY

Type: FEE WITHOUT ACCESS
Portion of 2021 Tax Map
Ref. No. 31-07-16
Town of Cicero
County of Onondaga
State of New York

Parcel Locator Point:

Parcel No: 81-4402-WOA
N: 1145633.87
E: 947003.31

GPS 871
STA. 722+53.44



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

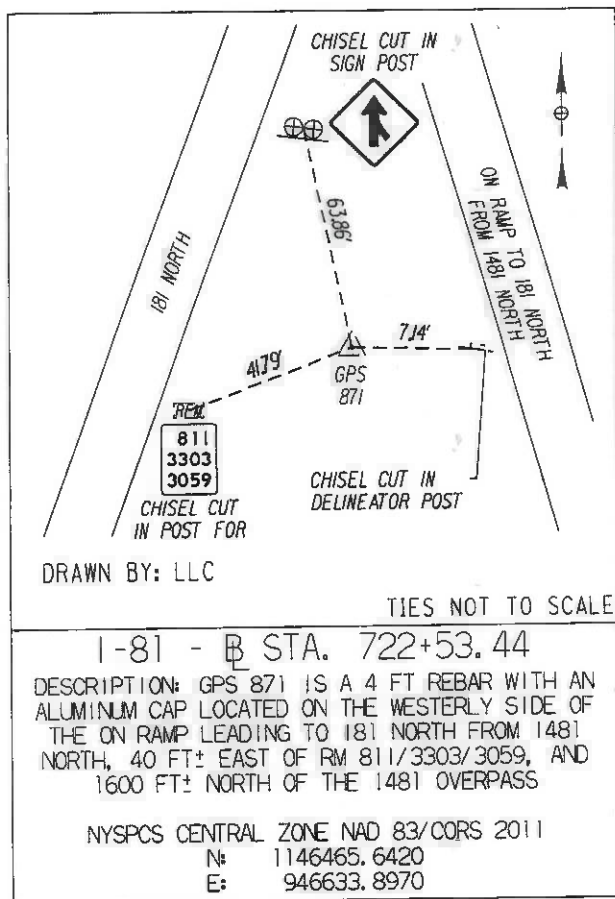
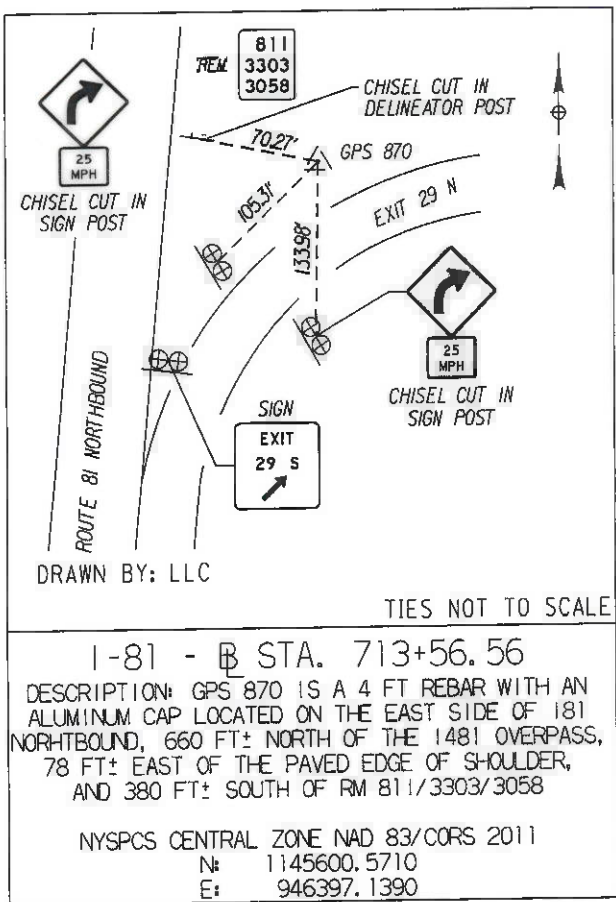
I-81 VIADUCT PROJECT

Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4402
PARCEL NO. 81-4402-W0A
SHEET 2 OF 2 SHEETS



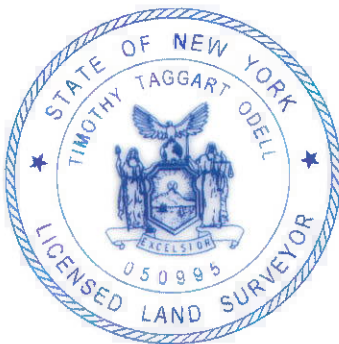
All that piece or parcel of property designated as Parcel No. 81-4402-W0A, as shown on the accompanying map, to be acquired in Fee, without right of access to and from abutting property.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date AUGUST 5, 2021

George A. Doucette, Jr.
George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date JULY 26, 2021

Timothy T. Odell
Popli Design Group
By: Timothy T. Odell, Land Surveyor
P.L.S. License No. 50995

GARY J. RADFORD AND PHYLLIS A. KURTZ
(REPUTED OWNERS)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date May 18, 2022



Karla
Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Suzanne Stella
Office of Right-of-Way

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4403
PARCEL NO. 81-4403-WOA
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

- (1) Lot 43 of map entitled "Lang Manor Tract"
filed May 23, 1979, CCM # 5773
- (2) Part of Military Lot 81 of the
Town of Cicero

MARC A. VANDEWALKER DEVERA A. BOWHALL
(REPUTED OWNERS)

CCD L. 3971 P. 132
TRN 4403

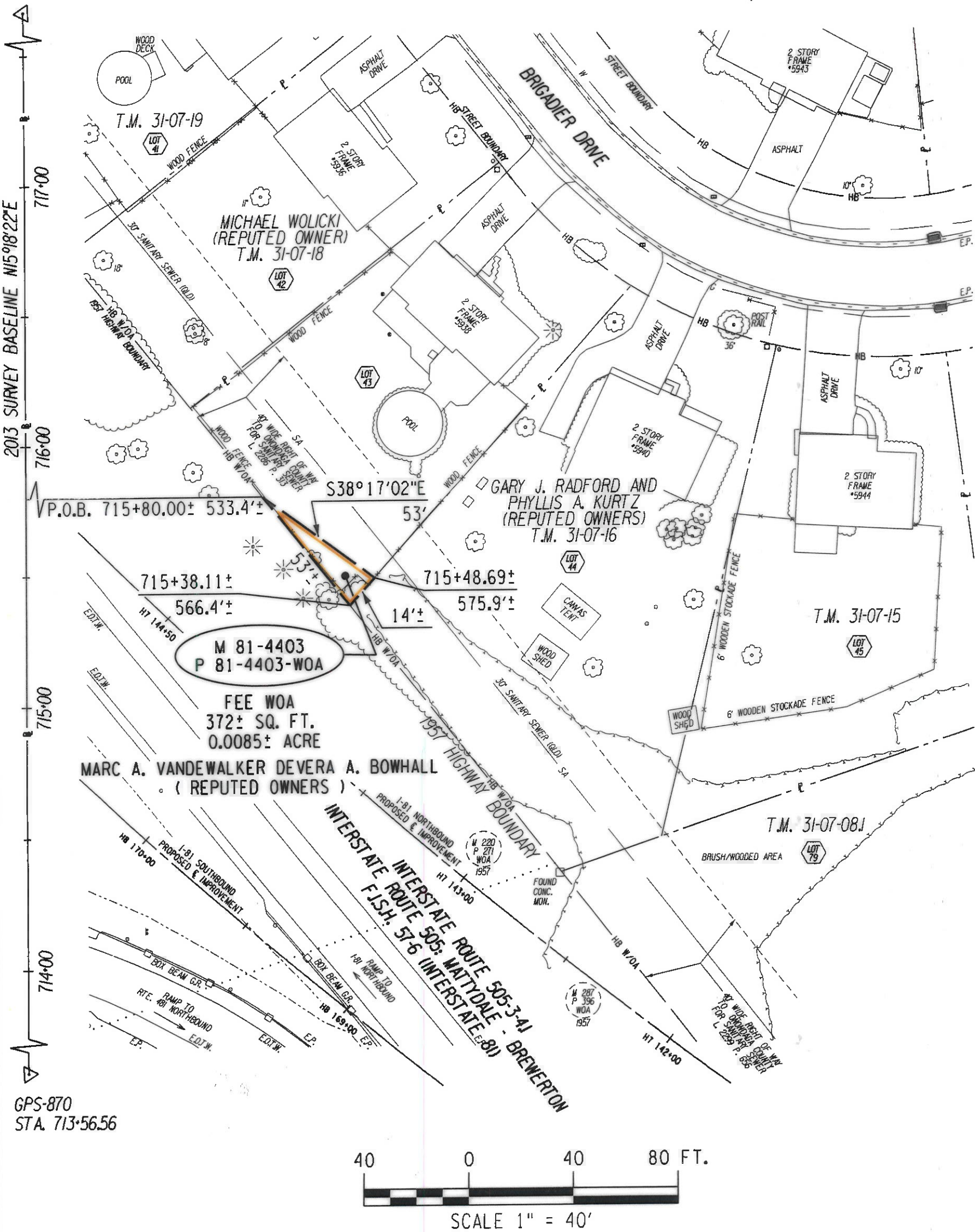
PARCEL SUMMARY

Type: FEE WITHOUT ACCESS
Portion of 2021 Tax Map
Ref. No. 31-07-17
Town of Cicero
County of Onondaga
State of New York

Parcel Locator Point:

Parcel No: 81-4403-WOA
N: 1145675.28
E: 946970.63

GPS-871
STA. 722+53.44



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

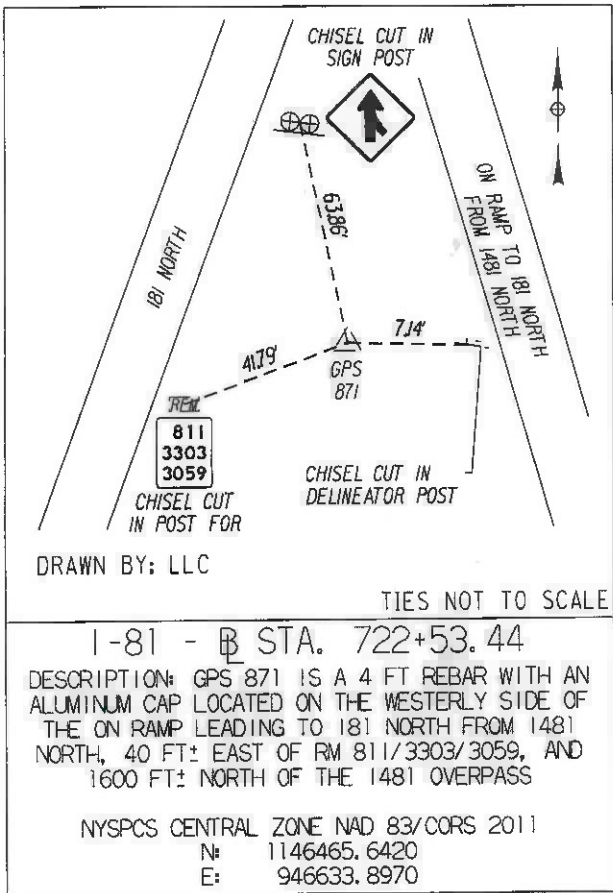
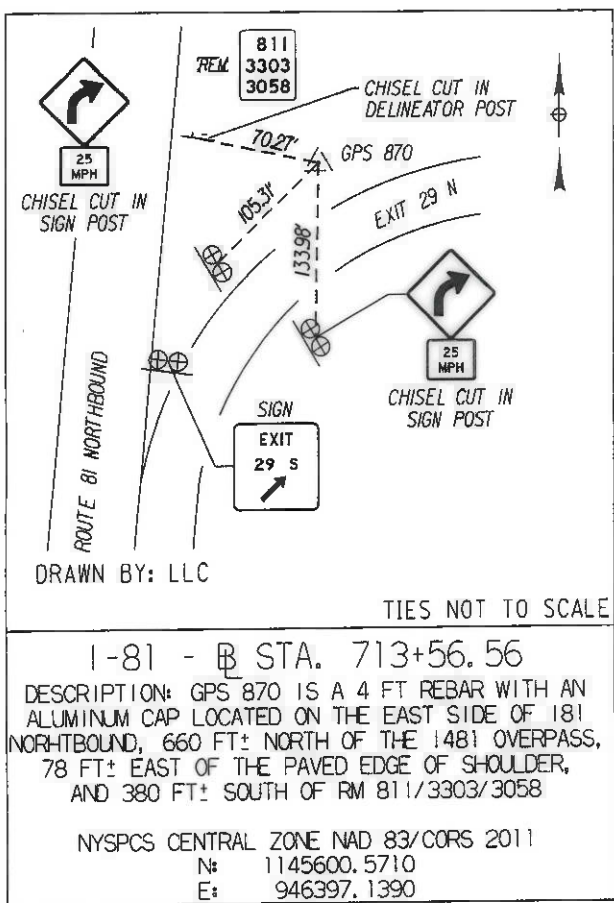
Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton

F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4403
PARCEL NO. 81-4403-WOA
SHEET 2 OF 2 SHEETS



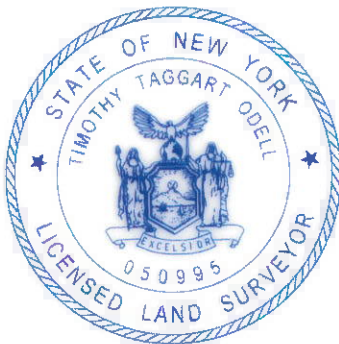
All that piece or parcel of property designated as Parcel No. 81-4403-WOA, as shown on the accompanying map, to be acquired in Fee, without right of access to and from abutting property.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date AUGUST 5, 2021

George A. Doucette, Jr.
George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



MARC A. VANDEWALKER DEVERA A. BOWHALL
(REPUTED OWNERS)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date May 18 2022



, Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Suzanne Stella
Office of Right-of-Way

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date JULY 26, 2021

Timothy T. Odell
Popli Design Group
By: Timothy T. Odell, Land Surveyor
P.L.S. License No. 50995

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT
Interstate Route 505-3-4.1
Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4404
PARCEL NO. 81-4404-WOA
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Part of Military Lot 80 of the
Town of Cicero

Parcel Locator Point:

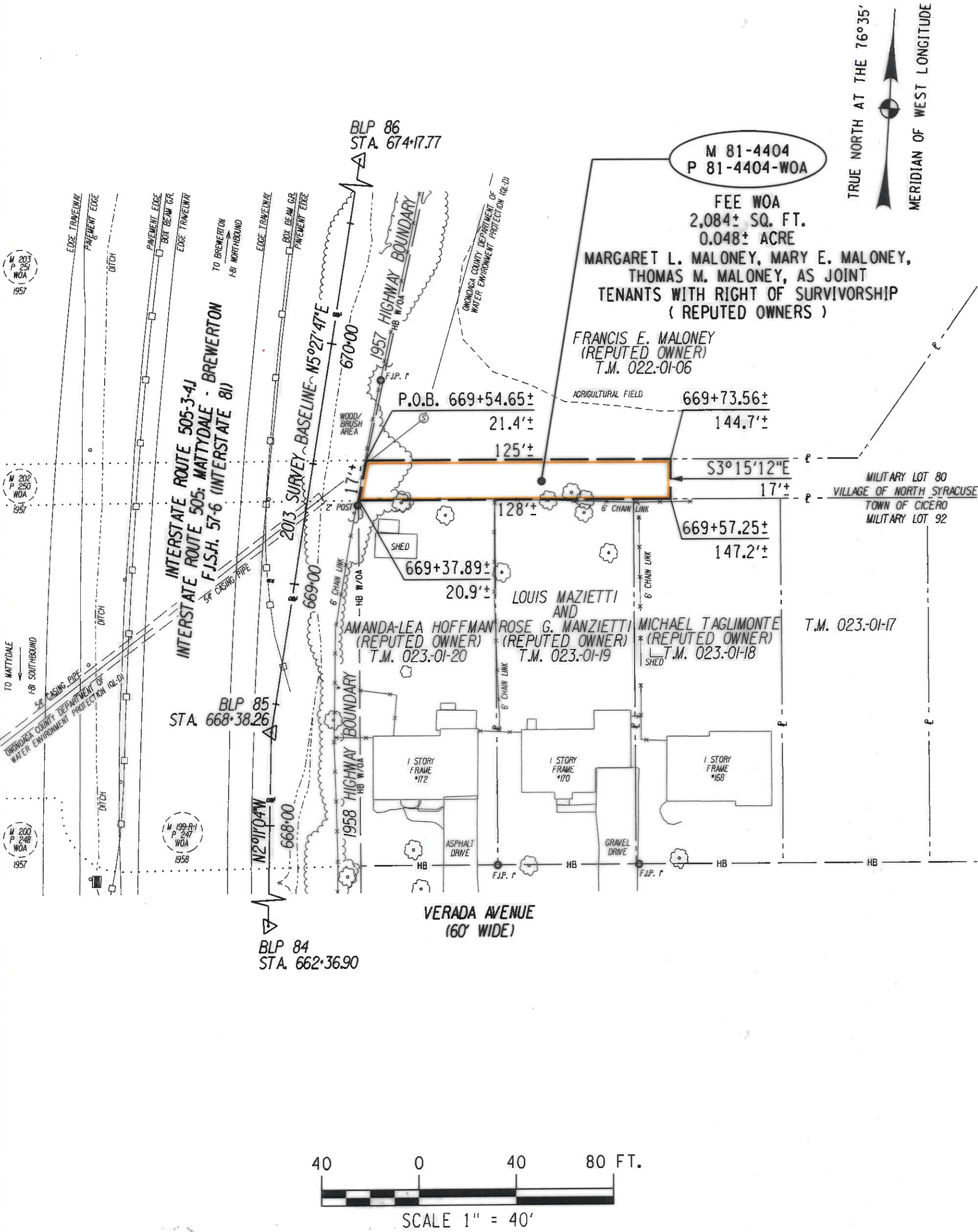
Parcel No: 81-4404-WOA
N: 1141954.54
E: 944079.80

MARGARET L. MALONEY, MARY E. MALONEY,
THOMAS M. MALONEY, AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP
(REPUTED OWNERS)

CCD INSTR. NO. 2021-00060840
TRN 4404

PARCEL SUMMARY

Type: FEE WITHOUT ACCESS
Portion of 2021 Tax Map
Ref. No. 022-01-07.0
Village of North Syracuse
Town of Cicero
County of Onondaga
State of New York



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

I-81 VIADUCT PROJECT

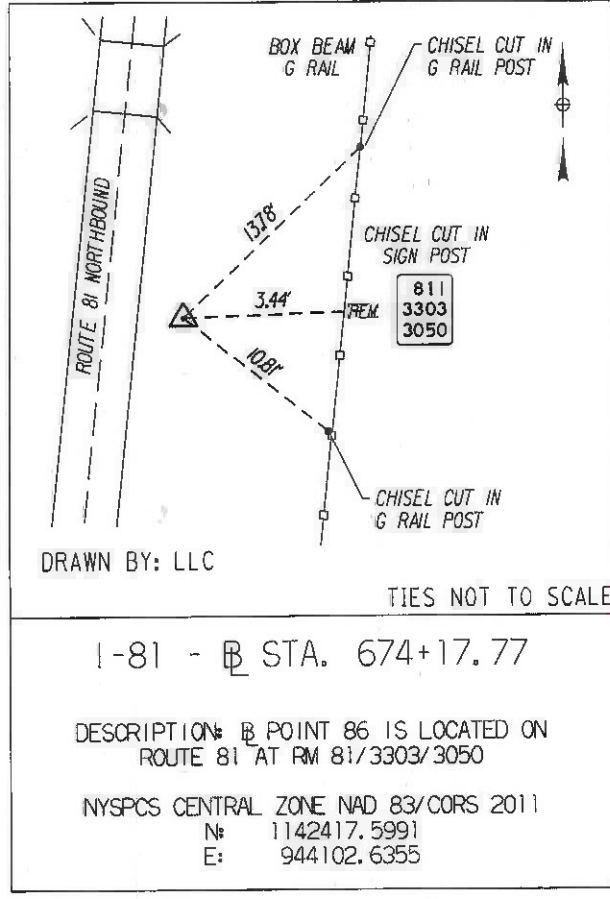
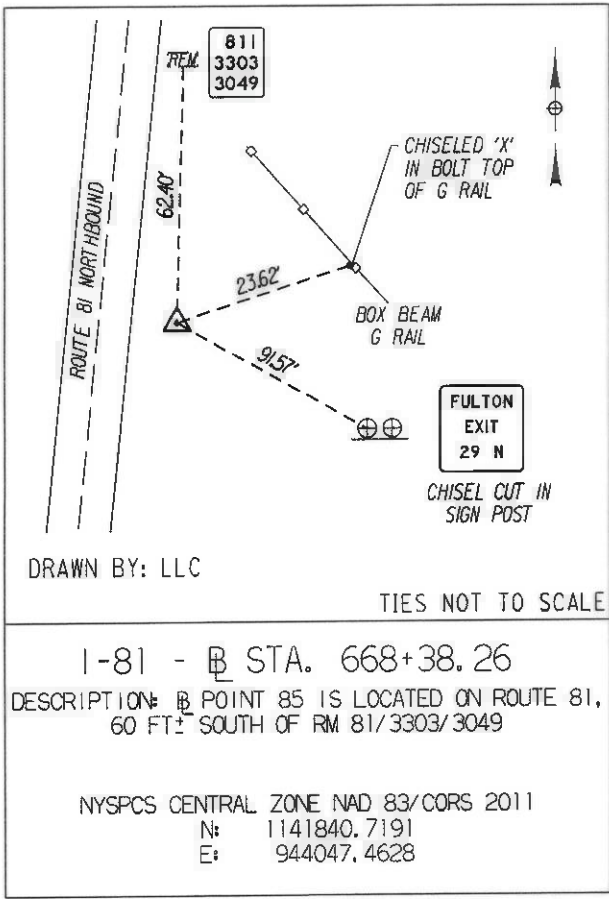
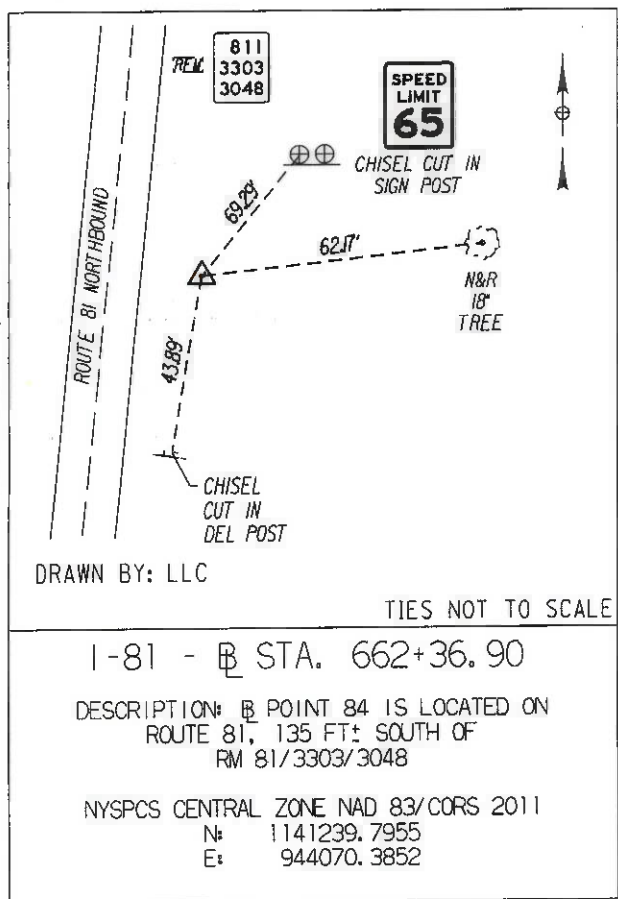
Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton

F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4404
PARCEL NO. 81-4404-WOA
SHEET 2 OF 2 SHEETS



All that piece or parcel of property designated as Parcel No. 81-4404-WOA, as shown on the accompanying map, to be acquired in Fee, without right of access to and from abutting property.

SUBJECT TO utility easements and right-of-ways of record heretofore conveyed affecting the above described property.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date AUGUST 13, 2021

George A. Doucette Jr.
George A. Doucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



MARGARET L. MALONEY, MARY E. MALONEY,
THOMAS M. MALONEY, AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP
(REPUTED OWNERS)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, without right of access to and from abutting property, except for the purposes of the rights described above, for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date May 18 2022



Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Suzanne Stella
Suzanne Stella

Office of Right-of-Way

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

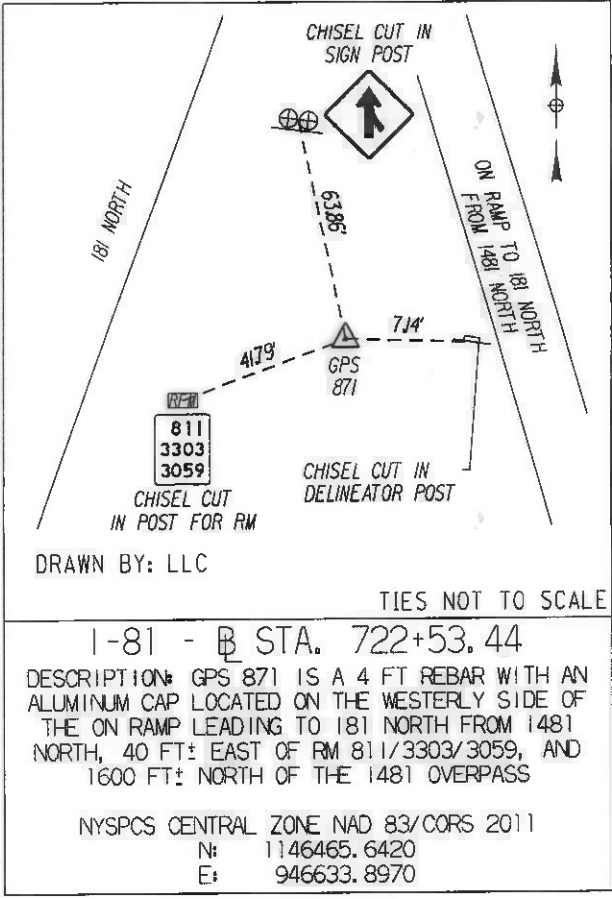
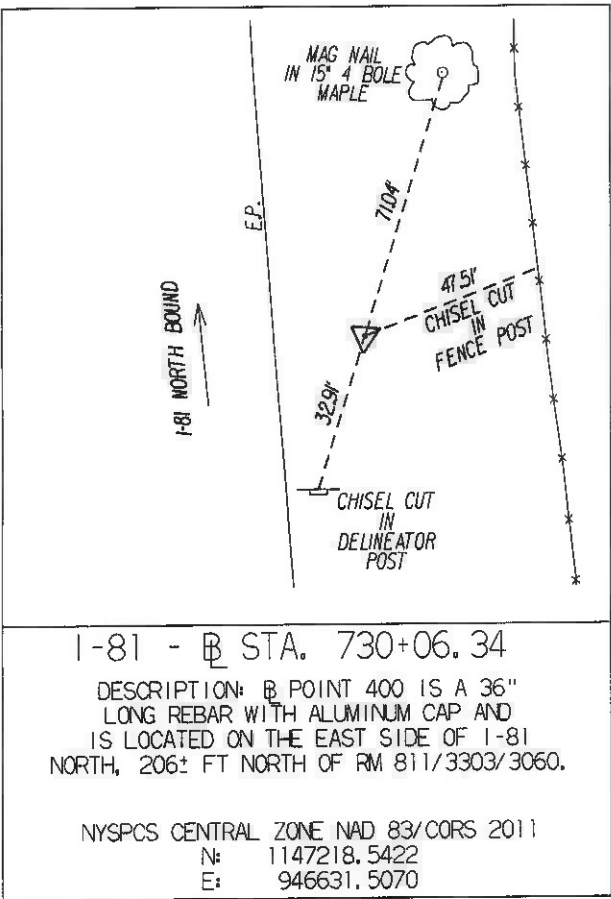
I-81 VIADUCT PROJECT

Interstate Route 505-3-4.1

Interstate Route 505: Mattydale - Brewerton
F.I.S.H. 57-6

PIN 3501.98

MAP NO. 81-4406
PARCEL NO. 81-4406-PE
SHEET 2 OF 2 SHEETS



PERMANENT EASEMENT FOR DRAINAGE DITCH AND DRAINAGE STRUCTURE

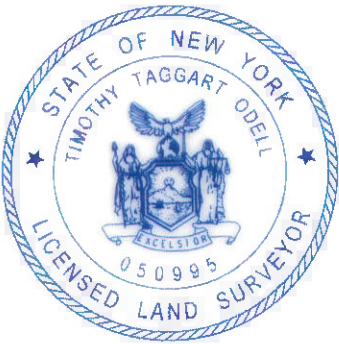
A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a drainage ditch and drainage structures, together with appurtenances, in and to all that piece or parcel of property designated as Parcel No. 81-4406-PE, as shown on the accompanying map.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 81-4406-PE above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date AUGUST 13, 2021

George A. Daucette, Jr.
George A. Daucette, Jr., P.E.
Regional Design Engineer
for the Regional Director of Transportation
Region No. 3



CARLENE A. MALONEY
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date AUGUST 12, 2021

Timothy T. Odell
Popli Design Group
By: Timothy T. Odell, Land Surveyor
P.L.S. License No. 50995

Map of property in and to which an easement as herein above defined is deemed necessary by the Commissioner of Transportation to be acquired by appropriation in the name of the People of the State of New York for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 340-B of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and the whole thereof.

Date May 18, 2022



Office of Right-of-Way

Suzanne Stella
Office of Right-of-Way